



भारत का राजपत्र The Gazette of India

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NEW DELHI, SATURDAY, JANUARY 18, 1997/PAUSA 28, 1918

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि वह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)
PART II—Section 3—Sub-section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय
(विधि कार्य विभाग)
(न्यायिक अनुभाग)

MINISTRY OF LAW AND JUSTICE
(Department of Legal Affairs)
(Judicial Section)
NOTICE

New Delhi, the 26th December, 1996

सूचना
नई दिल्ली, 26 दिसम्बर, 1996

का. आ. 84:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री राम टेकचन्द साहनी, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए किया है कि उसे खार (वेस्ट) ग्रेटर मुम्बई, (महाराष्ट्र) में व्यवसाय करने के लिए नोटरी के रूप नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौवह वित्त के भीतर लिखित रूप से मेरे पास भेजा जाए।

S.O. 84.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority under Rule 4 of the said Rules, by Sh. Ram Tekchand Sharma Advocate for appointment as a Notary to practise in Khar (West) Gr. Bombay (Maharashtra).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(220)/96-Judl.]

N. C. JAIN, Competent Authority & Addl. Legal Adviser
सूचना

नई दिल्ली, 26 दिसम्बर, 1996

का. आ. 85:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री राम स्वरूप आचार्य, एडवोकेट ने

[सं.-एफ-5(220)/96-न्यायिक]

एन. सी. जैन, सक्षम प्राधिकारी एवं अपर विधि सलाहकार

उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए किया है कि उसे बीकानेर (राजस्थान) में व्यवसाय करने के लिए नोटरी के रूप नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. एक-5 (221)/96-न्यायिक]

एन. सी. जैन, सक्षम प्राधिकारी एवं अपर विधि सलाहकार

NOTICE

New Delhi, the 26th December, 1996

S.O. 85.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority under Rule 4 of the said Rules, by Sh. Ram Swaroop Archarya Advocate for appointment as a Notary to practise in Bikaner (Rajasthan).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(221)/96-Judl.]

N. C. JAIN, Competent Authority & Addl. Legal Adviser

सूचना

नई दिल्ली, 26 दिसम्बर, 1996

का.आ. 86.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री ओम प्रकाश निगम, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए किया है कि उसे कानपुर (उत्तर प्रदेश) से व्यवसाय करने के लिए नोटरीज के रूप नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. एक. 5(222)/96-न्यायिक]

एन. सी. जैन, सक्षम प्राधिकारी एवं अपर विधि सलाहकार

NOTICE

New Delhi, the 26th December, 1996

S.O. 86.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority under Rule 4 of the said Rules, by Sh. Om Prakash Nigam, Advocate for appointment as a Notary to practise in Kanpur (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(222)/96-Judl.]

N. C. JAIN, Competent Authority & Addl. Legal Adviser

सूचना

नई दिल्ली, 26 दिसम्बर, 1996

का.आ. 88.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी

जाती है कि श्री आदम रसूलभाई शेख, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे अहमदाबाद जिला (गुजरात) में व्यवसाय करने के लिए नोटरी के रूप नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. एक. 5(223)/96-न्यायिक]

एन. सी. जैन, सक्षम प्राधिकारी एवं अपर विधि सलाहकार

NOTICE

New Delhi, the 26th December, 1996

S.O. 87.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Adam Rasulbhai Shaikh Advocate for appointment as a Notary to practise in Ahmedabad (Distt. Gujarat).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(223)/96-Judl.]

N. C. JAIN, Competent Authority & Addl. Legal Adviser

भारतीय रिजर्व बैंक

(ग्रामीण आयोजना और ऋण विभाग)

मुंबई, 16 दिसम्बर, 1996

का.आ. 88.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का अधिनियम सं. 2) की धारा 42 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक एतद्वारा प्रत्येक राज्य सहकारी बैंक को, जिसे फिलहाल उक्त अधिनियम की दूसरी अनुसूची में शामिल किया गया है, उक्त अधिनियम की धारा 42 की उपधारा (1) के परन्तुक से दिनांक 1 जनवरी, 1997 से 31 दिसम्बर 1998 तक आगामी दो वर्षों की अवधि के लिए उस सीमा तक छूट देता है जहां तक कि उसके अन्तर्गत जारी की गई किसी भी अधिसूचना के साथ पठित उक्त परन्तुक की अपेक्षानुसार कोई अनुसूचित राज्य सहकारी बैंक धारा 42 की उपधारा (1) में संर्भासित उक्त बैंक की शुद्ध सावधि और मांग देयताओं के 3 प्रतिशत से अधिक औसत दैनिक शेष बनाये रखता है।

[आरपीसीडी सं. 78/07.02.05/96-97]

ज. प्रार. प्रभु, कार्यपालक निदेशक

RESERVE BANK OF INDIA

(Rural Planning and Credit Department)

Mumbai, the 16th December, 1996

S.O. 88.—In exercise of the powers conferred by Sub-section (7) of Section 42 of the Reserve Bank of India Act, 1934 (Act No. 2 of 1934), the Reserve Bank of India hereby exempts every State Co-operative Bank which is for the

time being included in the Second Schedule to the said Act from the proviso to sub-section (1) of section 42 of the Reserve Bank of India Act, 1934 insofar as that proviso read with any notification issued thereunder requires a scheduled state co-operative bank to maintain an average daily balance in excess of 3 per cent of the net time and demand liabilities of the Bank referred to in sub-section (1) of section 42 for a further period of two years from 1 January 1997 to 31 December, 1998.

[RPCD. No. 79/07.02.05/96-97]
J. R. PRABHU, Executive Director

मुंबई, 16 दिसम्बर, 1996

का. आ. 89:—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का अधिनियम सं. 2) की धारा 42 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक एतद्वारा प्रत्येक राज्य सहकारी बैंक को, जिसे फिलहाल उक्त अधिनियम की दूसरी अनुसूची में शामिल किया गया है, उक्त अधिनियम की धारा 42 की उपधारा (1ए) के उपबंधों से दिनांक 1 जनवरी, 1997 से 31 दिसम्बर, 1998 तक मुक्त करता है।

[आरपीसीडी सं. 79/07.02.05/96-97]

जे. आर. प्रभु, कार्यपालक निदेशक

Mumbai, the 16th December, 1996

S.O. 89.—In exercise of the powers conferred by sub-section (7) of section 42 of the Reserve Bank of India Act, 1934 (Act No. 2 of 1934), the Reserve Bank of India hereby exempts every State Co-operative Bank which is for the time being included in the Second Schedule to the Act from the provisions of sub-section (1A) of Section 42 of the Reserve Bank of India Act, 1934 for a period of two years commencing from 1 January 1997 to 31 December 1998.

[RPCD. No. 79/07.02.05/96-97]
J. R. PRABHU, Executive Director

मुंबई, 16 दिसम्बर, 1996

का. आ. 90:—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक एतद्वारा क्षेत्रीय ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) के अंतर्गत गठित समस्त क्षेत्रीय ग्रामीण बैंकों को भारतीय रिजर्व बैंक अधिनियम 1934 की धारा 42 की उपधारा (1) के उपबंधों से दिनांक 1 जनवरी, 1997 से 31 दिसम्बर, 1998 तक आगामी दो वर्षों के लिए मुक्त करता है।

[आरपीसीडी सं. 81/07.02.05/96-97]

जे. आर. प्रभु, कार्यपालक निदेशक

Mumbai, the 16th December, 1996

S.O. 90.—In exercise of the powers conferred by sub-section (7) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Reserve Bank of India hereby exempts all Regional Rural Banks constituted under the Regional Rural Banks Act, 1976 (21 of 1976) from the provisions of the proviso to sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 for a further period of two years commencing from 1 January 1997 to 31 December 1998.

[RPCD. No. 78/07.02.05/96-97]
J. R. PRABHU, Executive Director

मुंबई, 16 दिसम्बर, 1996

का. आ. 91:—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक एतद्वारा क्षेत्रीय ग्रामीण बैंक अधिनियम, 1976 (1976 का 2) के अंतर्गत गठित समस्त क्षेत्रीय ग्रामीण बैंकों को भारतीय रिजर्व बैंक अधिनियम 1934 की धारा 42 की उपधारा (1ए) के उपबंधों से दिनांक 1 जनवरी, 1997 से 31 दिसम्बर, 1998 तक मुक्त करता है।

[आरपीसीडी सं. 82/07.02.05/96-97]

जे. आर. प्रभु, कार्यपालक निदेशक

Mumbai, the 16th December, 1996

S.O. 91.—In exercise of the powers conferred by sub-section (7) of section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Reserve Bank of India hereby exempts all Regional Rural Banks constituted under the Regional Rural Banks Act, 1976 (21 of 1976) from the provisions of sub-section (1A) of Section 42 of the Reserve Bank of India Act, 1934 for a period of two years commencing from 1 January, 1997 to 31 December, 1998.

[RPCD. No. 82/07.02.05/96-97]
J. R. PRABHU, Executive Director

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 31 दिसम्बर, 1996

का. आ. 92:—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उपधारा (4) के साथ पठित उपधारा (1) के खण्ड (क) के अनुसरण, केन्द्रीय सरकार, एतद्वारा, श्री जगदीश कपूर, कार्यपालक निदेशक, भारतीय रिजर्व बैंक को कार्यभार ग्रहण करने की तारीख से 30 जून, 1999 तक की अवधि के लिए भारतीय रिजर्व बैंक के उप गवर्नर के रूप में नियुक्त करती है।

[सं. एक. 7/14/96-बी. ओ. I]

एम. दामोदरन, संयुक्त सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 31st December, 1996

S.O. 92.—In pursuance of clause (a) of sub-section (1) read with sub-section (4) of section 8 of the Reserve Bank of India Act, 1934, the Central Government hereby appoints Shri Jagdish Capoor, Executive Director, Reserve Bank of India as Deputy Governor of the Reserve Bank of India for the period from the date of his taking charge and upto 30th June, 1999.

[F. No. 7/14/96-B.O. I]
M. DAMODARAN, Jt. Secy.

नई दिल्ली, 31 दिसम्बर, 1996

का. मा. 93:—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (i) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण अधिनियम, 1970 की धारा 9 की उपधारा 3 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों के निवेशक नामित करती है :—

सारणी

1	2	3
बैंक आफ महाराष्ट्र	श्री एम. आर. चौधरी, निवेशक, वित्त मंत्रालय, आर्थिक कार्य विभाग, बजट प्रभाग, नई दिल्ली।	श्रीमती रानी ए. जाधव
देना बैंक	श्री ए. के. प्रधान, संयुक्त सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, आयोजना वित्त—प्रभाग, नई दिल्ली।	श्री वी. गोविन्दराजन

[एफ. सं. 9/3/96 बी. प्रो. I]

के. के. मंगल प्रवर सचिव

New Delhi, the 31st December, 1996

S.O. 93.—In exercise of the powers conferred by clause (b) of sub-section 3 of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby nominates the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table :—

TABLE

(1)	(2)	(3)
Bank of Maharashtra	Sh. M. R. Choudhry, Director, Ministry of Finance, Department of Economic Affairs, Budget Division, New Delhi.	Smt. Rani A. Jadhav
Dena Bank	Sh. A. K. Pradhan, Joint Secretary, Ministry of Finance, Department of Expenditure, Plan Finance-I Division, New Delhi.	Sh. V. Govindarajan

[F. No. 9/3/96-BO.I]

K. K. MANGAL, Under Secy.

नई दिल्ली, 1 जनवरी, 1997

का. प्रा. 94:—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों के निदेशक नामित करती है :—

सारणी

1	2	3
सेंट्रल बैंक ऑफ इंडिया	श्री डी. आर. एस. चौधरी, संयुक्त सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, बैंकिंग प्रभाग नई दिल्ली।	श्री गजेन्द्र हल्देया
बैंक ऑफ इंडिया	श्री गजेन्द्र हल्देया, संयुक्त सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग नई दिल्ली।	श्री डी. आर. एस. चौधरी

[एफ. सं. 9/3/96 बी. ओ.-I]
के. के. मंगल, अवर सचिव

New Delhi, the 1st January, 1997

S.O. 94.—In exercise of the powers conferred by clause (b) of sub-section 3 of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby nominates the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table :—

TABLE

(1)	(2)	(3)
Central Bank of India	Shri D. R. S. Chaudhary, Joint Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Shri Gajendra Haldea
Bank of India	Shri Gajendra Haldea, Joint Secretary, Ministry of Finance, Department of Economic Affairs, New Delhi.	Shri D. R. S. Chaudhary

[F. No. 9/3/96-BO.I]
K. K. MANGAL, Under Secy.

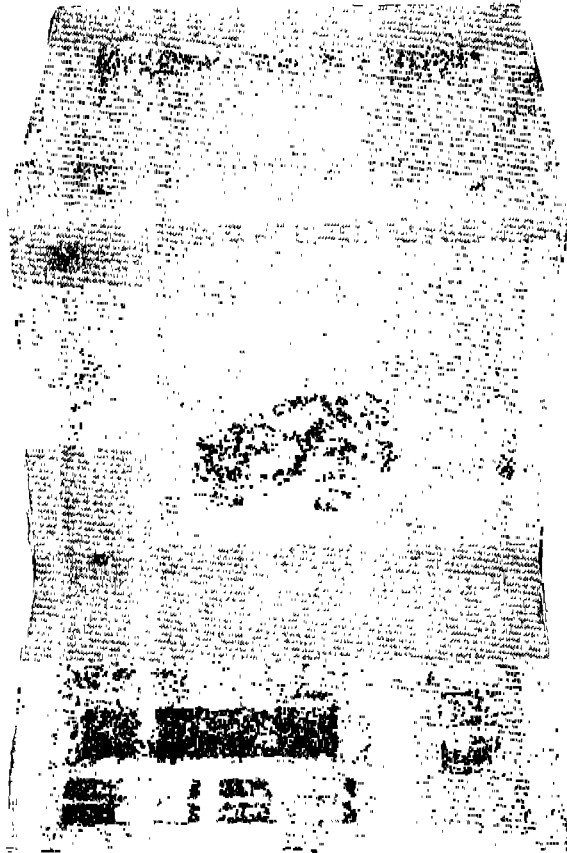
नागरिक पूर्ति, उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय

नई दिल्ली, 14 अक्टूबर, 1996

का.मा. 95:— केन्द्रीय सरकार का विहित प्राधिकारी द्वारा निवेदित रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित (नीचे आकृति देखिए) माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) (और (8) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उच्च यथार्थता वर्ग II की माइक्रोन सिरीज टाइप के "माइक्रोन" ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित टेबलटाप तोलन उपकरण के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स माइक्रान इलेक्ट्रॉनिक व्हेइंग सिस्टम, बी, मोहन इस्टेट अनुपम सिनेमा के सामने, अहमदाबाद-380008 राज्य द्वारा किया गया है और जिसे अनुमोदन चिह्न आई.एन. डी./09/96/14 समनुदिष्ट किया गया है, अनुमोदन प्रमाण पत्र प्रकाशित करती है।

माडल (आकृति देखिए) एक उच्च यथार्थता (यथार्थता वर्ग II) का तोलन उपकरण है जिसकी अधिकतम क्षमता 10 किलो ग्राम और न्यूनतम क्षमता 50 ग्राम है। स्थापन मापमान अंतर (ई) 1 ग्राम है। इसमें एक टेयर युक्ति है जिसका व्यकलनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। भारग्राही वर्गाकार सेक्शन का है जिसका आकार 250x250 मिलीमीटर है। प्रकाश उत्सर्जन डायोड, संप्रवर्ण तोल परिणाम उपदर्शित करता है। यह उपकरण 250 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।



आगे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 100ग्राम/10 मिलीग्राम, 200ग्राम, 20 मिलीग्राम 500 मिलीग्राम/50 मिलीग्राम 1 किलोग्राम/100 मिलीग्राम, 2 किलोग्राम/200 मिलीग्राम, 5 किलोग्राम, 500 मिलीग्राम, 15 किलोग्राम/ 2 ग्राम, 20 किलोग्राम/2 ग्राम की अधिकतम क्षमता वाले समरूप मैक, यथार्थता और उसी सिरीज के कार्यकरण वाले तोलन उपकरण भी है।

[फा.सं. डब्ल्यू एम 21 (41)/95]

राजीव श्रीवास्तव, संयुक्त सचिव

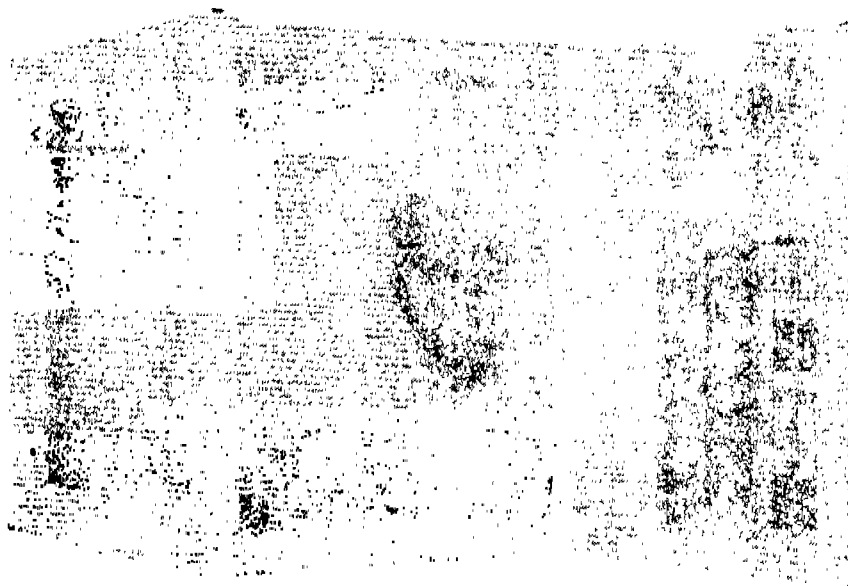
MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION

New Delhi, the 14th October, 1996

S.O. 95.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers, conferred by sub-section (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic table top weighing instrument of type Micron-series of class II (High) accuracy and with brand name "MICRON" (hereinafter referred to as the model) manufactured by M/s. Micron Electronic Weighing System, B-7, Mohan Estate, Opp. Anupam Cinema, Ahmedabad—380008, and which is assigned the approval mark IND/09/96/14;

The Model (see figure) is a high accuracy (accuracy class II) weighing instrument with a maximum capacity of 10 kg. and minimum capacity of 50 g. The verification scale interval (e) is 1 gram. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of square section of size 250 × 250 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 100 g/10 mg, 200 g/20 mg, 500 g/50 mg, 1 kg/100 mg, 2 kg/200 mg, 5 kg/500 mg, 15 kg/2g and 20 kg/2 g manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

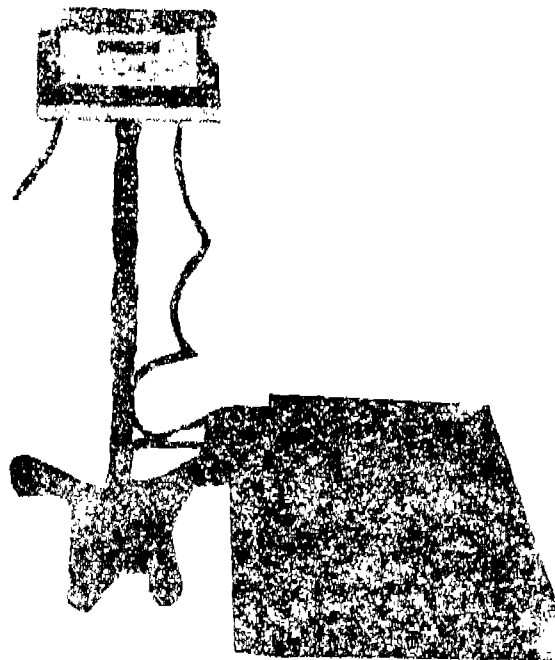
[File No. WM 21/411/95]
RAJIV SRIVASTAVA, Jr. Secy.

नई दिल्ली, 14 अक्टूबर, 1996

फा.सं. 96 :— केन्द्रीय सरकार का विहित प्राधिकारी द्वारा निवेदित रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित (नीचे आकृति देखिए) माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मध्यम यथार्थता वर्ग III की माइक्रो सिरीज टाइप के और "माइक्रोन" ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित प्लेटफार्म तोलन उपकरण के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स माइक्रोन इलेक्ट्रॉनिक ब्हेइंग सिस्टम, बी-7, मोहन इस्टेट, अनुपम सिनेमा के सामने, अहमदाबाद-380008 राज्य द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन.डी./09/96/15 समनुदिष्ट किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है जिसकी अधिकतम क्षमता 60 किलोग्राम और न्यूनतम क्षमता 200 ग्राम है। स्थापन मापमान अंतर (ई) 10 ग्राम है। इसमें एक टेयर युक्ति है जिसका व्यकलनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। भारग्राही आयताकार सेक्शन का है जिसका आकार 400-500 मिलीमीटर है। प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिणाम उपदर्शित करता है। यह उपकरण 250 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।



अतः, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धास्त डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 50 किलोग्राम/10 ग्राम, 100 किलोग्राम/ 20 ग्राम, 150 किलोग्राम/ 20 ग्राम, 200 किलोग्राम/50 ग्राम, 300 किलोग्राम/50 ग्राम, 500 किलोग्राम/100 ग्राम, 1000 किलोग्राम/200 ग्राम, 2000 किलोग्राम/500 ग्राम की अधिकतम क्षमता वाले समरूप मैक, यथार्थता और उसी सिरीज के कार्यकरण वाले तोलन उपकरण भी है।

[फा.सं. डब्ल्यू.एम 21(41)/95]

राजीव श्रीवास्तव, संयुक्त सचिव

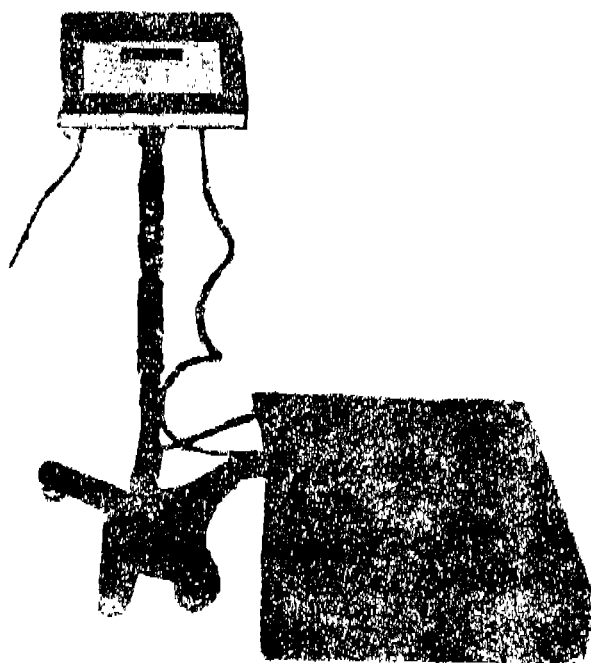
New Delhi, the 14th October, 1996

S.O. 96.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of

Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers, conferred by sub-section (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic platform weighing instrument of type Micron—series of class III (Medium) accuracy and with brand name “MICRON” (hereinafter referred to as the model) manufactured by M/s. Micron Electronic Weighing System, B-7, Mohan Estate, Opp. Anupam Cinema, Ahmedabad-380008, and which is assigned the approval mark IND/09/96/15;

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 60 kg. and minimum capacity of 200 g. The verification scale interval (e) is 10 gram. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of rectangular section of size 400 X 500 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts 50 Hertz alternate current power supply;



(Figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 50 kg/10 g, 100 kg/20 g, 150 kg/20 g, 200 kg/50 g, 300 kg/50 g, 500 kg/100 g, 1000 kg/200 g and 2000 kg/500 g manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21(41)/95]
RAJIV SRIVASTAVA, Jt. Secy.

खाद्य प्रसंस्करण उद्योग मंत्रालय

नई दिल्ली, 18 दिसम्बर, 1996

MINISTRY OF FOOD PROCESSING INDUSTRIES

New Delhi, the 18th December, 1996

का.भा. 97.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में माडर्न फूड इंडस्ट्रीज (इं.) लि. के कोचीन यूनिट को जिसके 80— कर्म-चारीवृद्ध ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. ई-12011/10/94-हिन्दी]

प्रमिला ईसर, संयुक्त सचिव

S.O. 97.—In pursuance of sub-rule (4) of rule (10) of the Official Language (use for official purposes of the union) the Central Government hereby notifies the Cochin Unit of Modern Food Industries (India) Ltd. the 80 per cent staff whereof have acquired a working knowledge of Hindi.

[No. E-12011/10/94-Hindi]

PROMILLA ISSAR, Jt. Secy.

मानव संसाधन विकास मंत्रालय

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(शिक्षा विभाग)

(Department of Education)

नई दिल्ली, 12 दिसम्बर, 1996

New Delhi, the 12th December, 1996

का.आ. 98.—ओरेविल प्रतिष्ठान के शासी निकाय के अध्यक्ष पद से डा. कर्ण सिंह द्वारा दिया गया हस्तीका केन्द्रीय सरकार ने 12 नवम्बर 1996 से स्वीकृत कर लिया है।

S.O. 98.—The resignation tendered by Dr. Karan Singh from the Chairmanship of the Governing Board of the Auroville Foundation has been accepted by the Central Government with effect from 12th November, 1996.

[सं.एफ. 27-34/96-यू.यू.]

[No. F. 27-34/96-UU]

के. एस. शर्मा, अवसर सचिव

K. S. SHARMA, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 8 जनवरी, 1997

का.आ. 99.—पेट्रोलियम और खनिज पाइप लाइन अधिनियम, 1962 की धारा 17 का सं. के अन्तर्गत पेट्रोलियम पाइप लाइन (भूमि) उपयोग के अधिकार का अर्जन नियम, 1963 के स्पष्टीकरण अन्तर्गत नियम 4 के प्रावधान के अनुसार में नाम सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड, राजमंडी के परामर्श से जिसे उस क्षेत्र में भूमि के उपयोग का अधिकार प्रदान किया गया है अथवा उस क्षेत्र में पाइपलाइन का स्वामित्व प्रदान है जैसा भी मामला हो एतद्वारा घोषणा करता हूँ कि ककीनाडा जंक्शन पोइंट से स्पेक्ट्रम पावर प्लांट पाइप लाइन बिछाने संबंधी कार्य के समापन की तिथि संलग्न परिशिष्ट अनुसूची के स्तम्भ 8 के अनुसार है।

अनुसूची

क्रम सं.	गांव का नाम	मंडल	अधिसूचना धारा 3(1)		अधिसूचना धारा 3(1)		समापन कार्य की तारीख
			राजपत्र के प्रकाशन की तिथि	क्रम सं. और तिथि	राजपत्र के प्रकाशन की तिथि	क्रम सं. और तिथि	
1	2	3	4	5	6	7	8
1.	पेटेरु	काकिनाडा (आर)	255	413(ई)	50	3244	31-7-96
			4-5-95	2-5-95	16-12-95	1-12-95	
2.	नीमम	काकिनाडा (आर)	"	414 (ई)	"	3245	"
				2-5-95		1-12-95	
3.	कोमरगिरि	कोत्तपल्ली	"	415(ई)	"	3245	"
				2-5-95		1-12-95	

[सं. एल-14016/18/94-जीपी]

अर्धेन्दु सेन, निदेशक

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 8th January, 1997

S.O. 99—In pursuance of proviso to rule 4 under explanation of the Petroleum and Minerals Pipe Line (Acquisition of Right of User in Land) Rules 1963 framed under section 17 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of User in Land) Act, 1962 I., B. Sreenivasulu, the Competent Authority in consultation with the Gas Authority of India Limited, Rajahmundry with whom the right of user in land in that area has vested or ownership of the pipe line in that area vests as the case may be, hereby declare the date of Termination of Operations of laying Gas pipe line from Kakinada Junction point to Spectrum Buler Plant as mentioned in column 8 of the schedule appended herewith.

SCHEDULE

Sl. No.	Name of the Village	Mandal	Notification U/s.3(1)		Notification U/s.6(1)		Date of Termination of Operations.
			Date of Publication of Gazette	S.O. No. & Date.	Date of Publication of Gazette	S.O. No. & Date.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Panduru	Kakinada	255 4-5-95	413(E) 4-5-95	50 16-12-95	3244 1-12-95	31-07-'96
2.	Namam	Kakinada(R)	"	414(E) 2-5-95	"	3245 1-12-95	
3.	Komaragiri	Kothapalli	"	415(E) 2-5-95	"	3246 1-12-95	

[No. L-14016/18/94-GP]

ARDHENDU SEN, Director

नई दिल्ली, 9 जनवरी, 1997

का.प्रा.100—पेट्रोलियम और खनिज पाईप लाईन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.प्रा. 3121 दिनांक 15-11-95 और का.प्रा. 1515 दिनांक 13-5-95 द्वारा भारत सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के अधिकार को पाईप लाईन बिछाने के लिए अर्जित करने का आशय घोषित किया था।

अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

तत्पश्चात् भारत सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में

विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाईप लाईन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

इस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार निर्देश देती है कि उक्त भूमियों में अधिकार भारत सरकार में निहित होने के बजाय गैस अथॉरिटी आफ इंडिया लिमिटेड में सभी बाधाओं से मुक्त रूप में धोक्का के प्रकाशन की इस तारीख को निहित होंगे।

अनुसूची

भार. सी. एफ. बल उत्तर गैस पाईप लाईन परियोजना

तहसील : अलिबाग जिला : रायगढ़ राज्य : महाराष्ट्र

गांव का नाम	सं. नं.	हि. नं.	हुक्क संपादित क्षेत्र
1	2	3	4
			हे. भार. सें. भार.
गुंजीस	47	0 पै.	00-49-00
	39	11 पै.	00-00-20
	39	9 पै.	00-02-40
	39	10 पै.	00-05-50
	40	1 पै.	00-17-00
	41	1 पै.	00-08-00
	अलिबाग रेवस रास्ता		00-03-60
	35	3 पै.	00-08-00

गांव का नाम	सं. नं.	हि. नं.	हुक्क संपादित क्षेत्र
1	2	3	4
तुडाब	2	2 क पै.	00-06-75
	2	2 ब पै.	00-03-00
	2	6 पै.	00-02-00
	2	2 ब पै.	00-10-00
	7	1 पै.	90-01-20
	6	1 अ } पै.	00-06-00
		ब }	
		क }	
	4	5 पै.	00-16-00
	4	6 पै.	00-16-20
	28	2 पै.	00-04-00
	28	3 अ } पै.	00-46-00
		ब }	
	21	1 पै.	00-22-00
एम. प्राय.		डी. सी. पै.	00-02-00
19		3 अ. पै.	00-19-00
		3 न. पै.	00-50-40
18		1 पै.	00-06-00
18		2 पै.	00-10-70
18		3 पै.	00-13-50
एम. प्राय.		डी. सी. पै.	00-02-00
18		4 पै.	00-08-00
18		5 अ } पै.	00-17-00
		ब }	
17		0 पै.	00-02-00

1	2	3	4
भाल,	14	2अ 1 पै.	00-18-00
	15	0 पै.	00-26-00
	16	0 पै.	00-17-00
	17	5 पै.	00-44-00
	19(ई) 1	0 पै.	00-12-90
	41	0 पै.	00-01-30
	42	2 पै.	00-05-00
	42	1 पै.	00-01-00
	40	1 पै.	00-27-00
	43	0 पै.	00-05-00
	39	2 पै.	00-33-50
	37	1 पै.	00-00-00
	37	2 पै.	00-05-00
	35	0 पै.	00-06-00
	36	0 पै.	00-17-40
	32	1 पै.	00-25-00
	32	2 पै.	00-22-80
	33	3अ 3ब पै.	00-17-00
	31	2अ, 2ब पै.	00-13-70
	31	3अ, 3ब पै.	00-34-00
	29	1 ते 3 पै.	00-36-00
मानसर्फे बिराड	21	1 पै.	00-04-00
नाल्या		पैकी	00-40-20
7अ		11 पै.	00-02-30
33		0 पै.	00-21-00
35		3 पै.	00-11-00
36		1 पै.	00-09-10
36		2 पै.	00-07-50
36		4 पै.	00-07-00
36		6 पै.	00-04-00
38		4 पै.	00-16-70
38		5 पै.	00-00-40
38		7 पै.	00-11-00
38		9 पै.	00-06-30
38		8 पै.	00-14-00
40		2 पै.	00-01-60
40		1 पै.	00-36-60
मुले		11 पै.	00-30-00
		12 पै.	00-09-00
		33 पै.	00-04-50
		14 पै.	00-06-90
		15 पै.	00-07-60
		17 पै.	00-02-00
		18 पै.	00-04-00
		21 पै.	00-09-00
		9 पै.	00-23-00
		8 पै.	00-07-00

1	2	3	4	5	6	1	2	3	4	5	6
मूले-आरी	7 पै.		00-13-50			रस्त्या पै. 1 पै.			00	02	00
	3 पै.		00-09-00			107 1 अ पै. }			00	13	00
	1 पै.		00-37-50			107 2 ब पै. }					
	रस्त्या पै.		00-02-00			107 2 अ पै. }					
	215 पै.		00-13-00			118 1 पै.			00	05	00
	219 पै.		00-07-00			118 2 पै.			00	16	00
	221 पै.		00-14-50			120 3 अ पै.			00	04	00
	201 अ पै.		00-08-00			130 2+3 पै.			00	09	60
	201 ब पै.		00-09-60			132 1 अ पै.			00	08	60
	195 पै.		00-11-00			132 2 पै.			00	03	80
	194 पै.		00-06-00			132 3 पै.			00	09	00
	193 पै.		00-07-00			132 5 पै.			00	10	60
	190 पै.		00-09-00			128 1 पै. }			00	27	00
	174 पै.		00-18-00			128 2 अ पै. }					
	(रस्त्यासह)					128 2 ब पै. }					
	175 पै.		00-09-00			125 1 पै.			00	13	60
	176 पै.		00-14-00			125 2+3 पै.			00	34	40
	नवी पै.		00-14-00			127 0 पै.			00	04	20
वरसोली	293		00	02	00	108 0 पै.			00	09	00
	286		00	47	30	39 1 पै.			00	05	00
	288		00	05	00	39 3 (1) पै.			00	08	00
गोधसपाडा	45 0 पै.		00	04	00	39 3 (2) पै.			00	09	00
	46 8 पै.					39 4 पै.			00	17	00
	46 6 प.		00	35	00	39 6 पै.			00	09	00
	46 5 पै.					39 7 प.			00	12	00
	44 1 प.		00	14	00	39 9 प.			00	12	00
	41 रस्त्या पै.		00	02	00	39 10 पै.			00	09	00
	49 0 प.		00	40	00	39 11 पै.			00	16	00
	50 0 पै.		00	13	00	41 2 पै.			00	19	00
	79 1 पै.		00	05	00	126 0 पै.			00	05	00
	80 0 पै.		00	20	00	(रस्त्या सह)					
	81 1 पै.		00	08	00	43 1 ब 2 पै.			00	12	00
	78 1 पै.		00	22	00	70 2 पै.			00	08	00
	77 1 पै.		00	42	00	69 1 पै.			00	31	00
	76 0 पै.		00	04	00	69 3 पै.			00	03	00
	72 1 पै.		00	06	00	68 8 पै.			00	30	00
	73 0 पै.		00	04	00	119 0 पै.			00	04	00
छलिबाग पेण रस्ता			00	04	00	बेलकडे					
वेम्बी	40 1 क पै. }		00	29	00	425 पै.			00	32	00
	52 2 पै.		00	16	00	424 पै.			00	18	00
	52 4 पै. }		00	09	00	423 पै.			00	23	00
	52 6 पै. }		00			411 पै.			00	09	00
	51 1 पै.		00	18	00	394 पै.			00	34	00
	50 1 पै.		00	06	00	387 पै.			00	10	20
	49 1 पै.		00	05	00	495 पै.			00	04	80
						475 पै.			00	09	00
						476 पै.			00	04	80
						329 पै.			00	02	00

1	2	3	4	5	6	1	2	3	4	5	6
बेलकहे		499 पै.	00	03	00	सहाण खारी		250 पै.	00	00	30
		नागापैकी	00	04	00			407 पै.	00	21	10
		403 पै.	00	02	00			255 पै.	00	51	70
		400 पै.	00	04	00			280 पै.	00	16	00
		431 पै.	00	09	00			282 पै.	00	01	30
		402 पै.	00	15	50			291 पै.	00	12	00
		404 पै.	00	02	00			292 पै.	00	05	80
		493 पै.	00	01	80			293 पै.	00	02	50
		गांवठाण पै.	00	16	00			294 अ पै.	00	17	90
		37 पै.	00	08	00			216 अ पै.	00	03	60
		43 पै.	00	08	00			290 पै.	00	01	00
		45 पै.	00	17	00			298 पै.	00	08	70
		42 पै.	00	08	00			297 पै.	00	01	10
		46 पै.	00	15	00			299 पै.	00	28	50
		54 पै.	00	13	00			300 पै.	00	00	90
		57 पै.	00	03	00			356 पै.	00	11	00
		55 पै.	00	10	00			289 पै.	00	00	90
		113 पै.	00	13	00			352 पै.	00	44	00
		114 पै.	00	24	00			(नाल्यासह)			
		168 पै.	00	02	00			353 पै.	00	01	20
		167 पै.	00	04	00			354 पै.	00	02	00
		156 पै.	00	22	0						
		204 पै.	00	14	00			355	00	03	00
		159 पै.	00	08	00			351 पै.	00	01	50
इभर		21 अ पै.	00	21	00			374 पै.	00	26	00
		751 पै.	00	09	00			(रस्त्यासह)			
		754 पै.	00	15	00	कावीर		41 पै.	00	30	00
		779 अ. }						42 पै.	00	06	50
		ब }	00	39	00			40 पै.	00	10	50
		क }						43 पै.	00	26	80
		15 पै.	00	06	30			101 पै.	00	09	00
		2 पै.	00	05	50			102 पै.	00	26	00
		3 पै.	00	12	60			91 पै.	00	28	00
		1 पै.	00	27	00			93 पै.	00	13	40
		142 पै.	00	03	40			97 पै.	00	16	50
		141 पै.	00	08	40			84 पै.	00	11	20
		140 पै.	00	06	00			81 पै.	00	22	50
		139 अ पै.	00	47	00			82 पै.	00	05	20
		139 अ पै.	00	01	80			83 पै.	00	19	80
		188 पै.	00	12	00			गाडीरस्ता	00	02	00
		187 पै.	00	06	00						
		186 पै.	00	00	50	बामणगांव		55 पै.	00	08	00
		182 पै.	00	08	00			53 पै.	00	27	00
		207 पै.	00	17	20			52 पै.	00	09	60
		211 अ पै.	00	15	60			62 पै.	00	02	00
सहाण		252 पै.	00	19	40			51 पै.	00	24	00
		251 अ पै. }	00	23	50			49 पै.	00	12	00
		अ पै. }	00	23	50						

1	2	3	4	5	1	2	3	4	5
जारी	48 पै.	00	19	00		248 पै.	00	04	00
	278 पै.	00	09	60		247 पै.	00	05	00
	279 पै.	00	12	00		250 पै.	00	08	00
	280 पै.	00	15	50		251 पै.	00	01	00
	281 पै.	00	03	00		242 अ. पै.	00	01	00
	282 पै.	00	10	00		241 पै.	00	10	00
	283 पै.	00	05	00		240 पै.	00	03	00
	328 पै.	00	14	00		235 पै.	00	09	00
	330 पै.	00	03	00		234 पै.	00	01	00
	331 पै.	00	04	00		233 पै.	00	12	00
	329 पै.	00	28	00		229 पै.	00	14	00
	389 पै.	00	15	00		230 पै.	00	03	00
	390 पै.	00	14	00		190 पै.	00	16	00
	391 पै.	00	03	00		189 पै.	00	07	00
	4 पै.	00	13	00		188 पै.	00	05	00
	5 पै.	00	03	00		187 पै.	00	07	00
	17 पै.	00	05	00	बेल्हवली]	नाल्या पैकी.	00	01	00
	392 पै.	00	03	00		39 पैकी.	00	11	00
	13 पै.	00	04	00		(गाड़ी रस्स्या सह)			
बामणगांव जारी	12 पै.	00	18	00		32 पैकी.	00	03	00
	23 पै.	00	02	00		31 पैकी.	00	01	00
	24 पै.	00	12	00		33 पैकी.	00	09	00
	25 पै.	00	02	00		(पाय बाटे सह)			
	26 पै.	00	07	00		35 पै. की.	00	10	00
	27 पै.	00	01	00		28 अ. व. पैकी	00	04	00
	465 पै.	00	05	00		25 पैकी.	00	05	00
	466 पै.	00	04	00		(रस्स्या सह)			
	453 पै.	00	24	00		24 पैकी.	00	12	00
	अलिबाग	00	03	00		27 पैकी.	00	09	00
	रोहा रस्ता					4(1)]	00	17	00
	454 पै.	00	05	00		4(2) / पैकी.			
	447 पै.	00	07	00	खानाब	68 8 पै.	00	05	00
	448 पै.	00	12	00		68 9 पै.	00	08	00
	449 पै.	00	10	00		68 13 पै.	00	01	00
	437 पै.	00	02	00		68 15 पै.	00	02	00
	436 पै.	00	03	00		(रस्स्या सह)			
	435 पै.	00	13	00		नाला व गाड़ी रस्ता	00	00	50
	450 पै.	00	06	00		674 + 6 + 8 + 16	00	08	00
	नाल्या पै.	00	02	00		पै.			
	433 पै.	00	01	00		67 12 + 17 पै.	00	05	00
	432 पै.	00	02	00		67 13 पै.	00	02	00
	430 पै.	00	02	00		67 14 + 18 +	00	08	00
	431 पै.	00	12	00		19 पै.			
	नाल्या पै.	00	01	00		65 1 + 2 अ. पै.	00	13	00
बहाव बुद्रुक	नाल्या पै.	00	01	00		65 3 पै.	00	11	00
	249 पै.	00	01	80					

1	2	3	4	5
75	1 पै.	00	03	00
76	4 पै.	00	05	00
76	4 अ पै.	00	06	70
77	2+5	00	01	00
78	4 पै.	00	09	00
3	1 अ पै. (गुरुवरण)	00	54	00
83	0 पै.	00	05	00
82	0 पै.	00	14	00

[सं. एल. 14016/6/93-जी.पी.]
अर्धेन्दु सेन, निदेशक

New Delhi, the 9th January, 1997

S.O. 100.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 3121 dated 15-11-95 & S.O. No. 1515 dated 13-5-96 under sub-section (I) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under Sub-section (I) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the GAS AUTHORITY OF INDIA LTD. free from all encumbrances.

SCHEDULE
R.C.F. THAL-USAR GAS PIPE LINE
TAHASIL-ALIBAG DISTRICT RAIGAD
STATE-MAHARASHTRA

Village	Survey No.	Hissa No.	Area		
	1	2	3	H.Are.	C. Are
Gunjis	39	11 A.P		00	00
	47	0 P.		00	49
	39	9 P		00	02
	39	10 P		00	05
	40	1 P		00	17
	41	1 P		00	08
	Alibag Rewas Road				
		P		00	03
	35	3 P		00	08
				00	00
Tudal	2	2 C P		00	06
	2	2 D P		00	03
	2	6 P		00	02
	2	2 B P		00	10
	7	1 P		00	01
	6	1 A } B } P		00	06
	4	5 P		000	16
	4	6 P		00	16
	28	2 P		00	04
	28	3 A } B } P		00	46
	21	1 P		00	22
	M.I.D.C.P			00	02
	19	3 A		00	19
	19	3 B		00	59
	18	1 P		00	06
	18	2 P		00	10
	18	3 P		00	13
	M.I.D.C.P.			00	02
	18	4 P		00	08
	18	5 A } P } B }		00	17
	17	0 P		00	02
Bhal	14	2A1 P		00	18
	15	0 P		00	26
	16	0 P		00	17
	17	5 P		00	44
	19E1	0 P		00	12
	41	0 P		00	01
	42	2 P		00	05
	42	1 P		00	01
	40	1 P		00	27
	43	0 P		00	05
	39	2 P		00	33
	37	1 P		00	00
	37	2 P		00	05
	35	0 P		00	06
	36	0 P		00	17
	32	1 P		00	25
	32	2 P		00	22
	33	3A, 3B P		00	17
	31	2A, 2B P		00	13
	31	3A, 3B P		00	34
	29	1 To 3 P		00	36

1	2	3	4	5	1	2	3	4	5		
Maan T. Zirad	21	1 P	00	04	00	Alibag Pen Road	00	04	00		
	RIVER				Veshwi	40	1 C P	00	29	00	
	Nala	Nala P	00	40	20	52	2 P	00	16	00	
	7A	11 P	00	02	30	52	4 }				
	33	0 P	00	21	00		P }	00	09	00	
	35	3 P	00	11	00	52	6 J				
	36	1 P	00	09	10	51	1 P	00	18	00	
	36	2 P	00	07	50	50	1 P	00	06	00	
	36	4 P	00	07	00	49	1	00	05	00	
	36	6 P	00	04	00	Out of Road "		00	02	00	
	38	4 P	00	16	70	107	1 AP	}	00	13	00
	38	5 P	00	00	40	107	2B P				
	38	7 P	00	1	00	107	2 AP				
	38	9 P	00	06	30	118	1 P	00	05	00	
	38	8 P	00	14	00	118	2 P	00	16	00	
	40	3 P	00	01	60	120	3 A	00	04	00	
	40	1 P	00	36	60	130	2+3	00	09	60	
Mule	11 P		00	30	00	132	1 A	00	08	60	
	12 P		00	09	00	132	2	00	03	80	
	13 P		00	04	50	132	3	00	09	00	
	14 P		00	06	90	132	5	00	10	60	
	15 P		00	07	60	128	1	}	0	27	00
	17 P		00	02	00	128	2A				
	18 P		00	04	00	128	2B				
	21 P		00	05	00	125	1	00	13	60	
	9 P		00	23	00	125	2+3	00	34	40	
	8 P		00	07	00	127	0	00	04	20	
	7 P		00	13	50	108	0 P	00	09	00	
	3 P		00	09	00	Kurul	39	1 P	00	05	00
	1 P		00	37	50		39	3(1 P	00	08	00
	Road		00	02	00		39	3(2) P	00	09	00
	215 P		00	13	00		39	4 P	00	17	00
	219 P		00	07	00		39	6 P	00	09	00
	221 P		00	14	50		39	7 P	00	12	00
	201A P		0	08	00		39	9 P	00	12	00
	201B P		00	09	60		39	10 P	00	09	00
	195 P		00	11	00		39	11 P	00	16	00
	194 P		00	06	00		41	2 P	00	19	00
	193 P		00	07	00		126	0 P	01	05	00
	190 P		00	09	00		(With Road)				
	174 P		00	18	00		43	1	00	12	00
	(With Road)							2 P }			
	175 P		00	09	00		70	2 P	00	08	00
	176 P		00	14	00		69	1 P	00	31	00
	River P		00	14	00		69	3 P	00	03	00
Varsoli (Nande)	293		0	02	00		68	8 P	00	30	00
	285		0	47	30		119	0 P	00	04	00
	286		0	05	00		Belkade	425 P	00	22	00
Gondhalpada	45	0 P	00	04	00		424 P	00	18	00	
	46	8	}				423 P	00	23	00	
		6 P		00	35	00	411 P	00	09	00	
		5					394 P	00	34	00	
	44	1 P	00	14	00	387 P	00	10	20		
	41	Road P	00	02	00	495 P	00	04	80		
	49	0 P	00	40	00	475 P	00	09	00		
	50	0 P	00	13	00	476 P	00	04	80		
	79	1 P	00	05	00	329 P	00	02	00		
	80	0 P	00	20	00	469 P	00	03	00		
	81	1 P	00	08	00	Nala P	00	04	00		
	78/1	1 P	00	22	00	468 P	00	02	00		
	77	1 P	00	42	00	480 P	00	04	00		
	76	0 P	00	04	00	481 P	00	09	00		
	72	1 P	00	06	00	482 P	00	15	50		
	73	0 P	00	04	00	484 P	00	02	00		
						483 P	00	01	80		

1	2	3	4	5	1	2	3	4	5
	Gavthan P	00	16	00		374 P	0	26	00
	37 P	00	08	00		(With Road)			
	43 P	00	08	00	Kawir	41 P	00	30	00
	45 P	00	17	00		42 P	00	06	50
	42 P	00	08	00		40 P	00	10	50
	46 P	00	15	00		43 P	00	26	80
	54 P	00	13	00		101 P	00	09	00
	57 P	00	03	00		102 P	00	26	00
	55 P	00	10	00		91 P	00	28	00
	113 P	00	13	00		93 P	00	13	40
	114 P	00	24	00		97 P	00	16	50
	168 P	00	02	00		84 P	00	11	20
	167 P	00	04	00		81 P	00	22	50
	156 P	00	22	00		82 P	00	05	20
	204 P	00	14	00		83 P	00	19	80
	159 P	00	08	00		Cart Track	00	02	00
Dhavar	21 A P	00	21	00	Bamangaon	55 P	00	08	00
	B					53 P	00	27	00
	751 P	00	09	00		52 P	00	09	60
	754 P	00	15	00		62 P	00	02	00
	779 A					51 P	00	24	00
	B P	00	35	00		49 P	00	12	00
	C					48 P	00	15	00
	15 P	00	06	30		278 P	00	09	60
	2 P	00	05	50		279 P	00	12	00
	3 P	00	12	60		280 P	00	15	50
	1 P	00	27	00		281 P	00	03	00
	142 P	00	03	40		282 P	00	10	00
	141 P	00	08	40		283 P	00	05	00
	140 P	00	06	00		328 P	00	14	00
	139 P	00	47	00		330 P	00	03	00
	139 P	00	01	80		331 P	00	03	00
	188 P	00	12	00		329 P	00	28	00
	187 P	00	06	00		389 P	00	13	00
	186 P	00	00	50		390 P	00	14	00
	182 P	00	08	00		391 P	00	03	00
	207 P	00	17	20		4 P	00	13	00
	211 P	00	15	60		5 P	00	03	00
						17 P	00	05	00
Sahan	252 P	0	19	40		392 P	00	03	00
	251 A	0	23	50		13 P	00	04	00
	B P }					12 P	00	18	00
	250 P	0	00	30		23 P	00	02	00
	407 P	0	21	10		24 P	00	12	00
	255 P	0	51	70		25 P	00	02	00
	280 P	0	06	00		26 P	00	07	00
	282 P	0	01	30		27 P	00	01	00
	291 P	0	12	00		465 P	00	05	00
	292 P	0	05	80		466 P	00	04	00
	293 P	0	02	50		453 P	00	24	00
	294 B P	0	17	90	Alibag — Roha Road		00	03	00
	216 A P	0	03	60		454 P	00	05	00
	290 P	0	01	00		447 P	00	07	00
	298 P	0	08	70		448 P	00	12	00
	297 P	0	01	10		449 P	00	10	00
	299 P	0	28	50		437 P	00	02	00
	300 P	0	00	90		436 P	00	03	00
	356 P	0	11	00		435 P	00	13	00
	289 P	0	00	90		450 P	00	06	00
	352 P	0	44	00		Nala P	00	02	00
	(With Nala)					433 P	00	01	00
	353 P	0	01	20		432 P	00	02	00
	354 P	0	09	00		430 P	00	02	00
	355 P	0	03	00		431 P	00	12	00
	351 P	0	01	50		Nala P	00	01	00

1	2	3	4	5
Vadhav B.K.	Nala P	00	01	00
	249 P	00	01	80
	248 P	00	04	00
	247 P	00	05	00
	250 P	00	08	00
	251 P	00	01	00
	242 B P	00	01	00
	241 P	00	10	00
	240 P	00	03	00
	235 P	00	09	00
	234 AB P	00	01	00
	233 P	00	12	00
	229 P	00	14	00
	230 P	00	03	00
	190 A P	00	16	00
	189 P	00	07	00
	188 P	00	05	00
	187 P	00	07	00
Velhaval	Nala P	00	01	00
	39 P	00	11	00
	(With Cart Road)			
	32 P	00	03	00
	31 P	00	01	00
	33 P	00	09	00
	(Foot Path)			
	35 P	00	10	00
	28 P	00	04	00
	25 P	00	05	00
	(With Road)			
	24 P	00	12	00
	27 P	00	09	00
	4(1)P	00	17	00
	4(2) P			
Khanav	68 8 P	00	05	00
	68 9 P	00	08	00
	68 13	00	01	00
	68 15 P	00	02	00
	(With Road)			
	Nala & Cart Road	00	00	50
	67 4+6+8+16 P	00	08	00
	67 12+17 P	00	05	00
	67 13 P	00	02	00
	67 14+18+19 P	00	08	00
	65 1+2A P	00	13	00
	65 3 P	00	11	00
	75 1 P	00	03	00
	76 3 P	00	05	00
	76 4A P	00	06	70
	77 2+5 P	00	01	00
	78 4 P	00	09	00
	3 1A P	00	54	00
	(Gurcharan)			
	83 0 P	00	05	00
	82 0 P	00	14	00

[No. L-14016/06/93-GP]
ARDHENDU SEN, Director

अम मंत्रालय

नई दिल्ली 18 दिसम्बर, 1996

का.प्र. 101.— औद्योगिक विवाद अधिनियम,
1947 (1947 का 14) की धारा 17 के अनुसरण में

केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धन के संबंध
नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में
निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक
अधिकरण पाण्डु नगर कानपुर के पंचपट को प्रकाशित
करती है जो केन्द्रीय सरकार को 2-12-96 को प्राप्त
हुआ था।

[संख्या एल-12012/260/93-आईआर (बी-3)]

पी.जे. माइकल, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 18th December, 1996

S.O. 101.—In pursuance of Section II of the
Industrial Disputes Act, 1947 (14 of 1947), the
Central Government hereby publishes the award of
the Central Government Industrial Tribunal, Pandu
Nagar, Kanpur as shown in the Annexure, in the
industrial dispute between the employers in relation
to the management of State Bank of India, Varanasi
and their workman, which was received by the
Central Government on the 2-12-1996.

[No. L-12012/260/93-IR(B-3)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
PANDU NAGAR, KANPUR

Industrial Dispute No. 33 of 1994

In the matter of dispute between :
Assistant General Secretary,
State Bank of India Karamchari Sangh,
AGSD 62/43-2, Soniaroad Singra,
Varanasi.

AND

Deputy General Manager,
State Bank of India,
Regional Office,
Varanasi.

AWARD

1. Central Government, Ministry of Labour,
New Delhi, vide its notification No. L-12012/260/
93-IR(B-3) dated 28-3-94 has referred the follow-
ing dispute for adjudication to this Tribunal—

Whether the management of State Bank of
India is justified in not appointing Smt.
Malti Singh w/o late Sri S. N. Singh
ex-clerk as clerk on compassionate
grounds? If not, to what relief the
workman is entitled?

2. The undisputed facts are that one S. N. Singh was working as a clerk in the Zonal Office at Varanasi of the opposite party State Bank of India. He died on 18-12-85 in harness. In terms of Died in Harness Policy of the State Bank of India, interview letter was issued to his widow Smt. Malti Singh, the present concerned worklady. She had submitted a certificate to the effect that she had passed 8th Class. The management from the interview of the concerned worklady was not satisfied, hence the certificate was got verified and it was found fake. Still the concerned worklady was given a sub staff job of a messenger w.e.f. 17-10-88 on compassionate ground. It appears that after 12-4-86, the concerned worklady had passed 8th class and then asked for clerical job the same was refused. Hence this industrial dispute has been raised.

3. In the claim statement clerical job has been claimed on the ground that she is qualified as she had passed 8th class. On the other hand the management in the written statement has stated that the concerned worklady had no vested right to claim job in clerical cadre. On facts she was not qualified, when first interview was taken on 12-4-86.

4. The authorised representative of the bank has referred to the case of State of Bihar Versus Samsuz Zoha 1996 Lab IC 1722 (SC). In this case the dependant of the deceased who had died in harness was given a class IV job. The matter was taken before High Court where the dependant was ordered to be taken in class III. State of Bihar went in appeal before Hon'ble Supreme Court. It was observed by Hon'ble Supreme Court candidates do not have right to claim particular employment and High Court was not right in directing the state government to take the dependant in class III post instead of class IV post. In my opinion, this case fully covers the present case and because of principle laid down in this case alone the concerned worklady is not entitled for any relief.

5. On merits too according to qualification rules of Died in Harness Rules of State Bank of India at the time of claim minimum qualification should have been 8th standard for class III job. As admittedly the concerned worklady was not having this qualification according to her own admission as Malti Singh WWI she was not entitled for clerical job at that time. Subsequent acquisition of qualification will have no bearing.

6. In the end my award is that the opposite part bank is justified in not appointing Smt. Malti Singh

as clerk on compassionate ground and she is entitled for no relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 1996

कां०आ०102 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबन्धक उत्तर रेलवे, इलाहाबाद के प्रबन्धतंत्र के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-12-96 को प्राप्त हुआ था।

[संख्या एल-41012/74/91-आई०आर० (डी०यू०)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 20th December, 1996

S.O. 102.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Manager, Northern Railway, Allahabad and their workman, which was received by the Central Government on the 16-12-1996.

[No. L-41012/74/91-IR(DU)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 45 of 1992

In the matter of dispute :
BETWEEN

President,
Rashtriya Load & Unloading Labour Union,
U.P. C/o K. N. Soni,
117/78 Kaushal Puri,
Kanpur.

AND

Divisional Railway Manager,
Northern Railway, Allahabad.

AWARD

1. Central Government, Ministry of Labour, New Delhi, has referred the following dispute for adjudication to this Tribunal, vide its notification No. L-41012/74/91-I.R.(D.U.) dated 26-2-92/4-3-92 :

Whether the demand of Shri Satish Chandra Mishra exlabour in the establishment of

Head Ticket Collector, Northern Railway, Kanpur, for reinstatement w.e.f. 1-8-85 with full back wages and consequential benefits is justified. If yes what relief the concerned workman is entitled to ?

2. The concerned workman Satish Chandra Mishra has alleged that from 7-6-84 to 31-7-85 he had worked for 420 days as a labour in MOTF| CNB. His services were abruptly brought to an end by 1-8-85, by the head ticket collector under whom he was working. His termination order is bad in law as it is in breach of section 25G & H of I.D. Act. Hence he is entitled for reinstatement with full back wages.

3. The opposite party has filed reply in which it is alleged that the workman was worker of the contractor. This contract was given upto 31-7-85. After the expiry of contract the services of the workman also came to an end.

4. In the rejoinder the above mentioned facts have been denied by the concerned workman.

5. In this case workman's evidence was adduced on 4-1-96. Thereafter 1-3-96 was fixed for evidence of railway opposite party. The case was adjourned to 1-5-96. On that day too the railway failed to adduce evidence. Hence there debarred from giving evidence.

6. The first point which calls for determination is as to whether the concerned workman was contractor's labour was the direct employee of the opposite party northern railway.

7. The railway has not adduced any evidence to prove that the concerned workman was contractor's employee. Even the name of contractor have not been given. On the contrary the concerned workman has filed copy of leaving certificate ext. W-1 identity card dated 1-11-84 Ext. W-2. As regards Ext. M. 1 I am not inclined to attach any weight to it as it might have been procured much after cessation of work. However, there is Ext. W.2 it is identity card of the workman issued by the railway. If he was a contractor's labour this card would have been issued to him in the capacity. Instead he had been shown as parcel workman attached with special checking squad. This document coupled with un rebutted evidence of Satish Chandra Mishra prove to the hild that the concerned workman was the direct employee of the opposite party and not employee of contractor. I held accordingly.

8. There is un rebutted evidence of the concerned workman that he had worked for more than 240 days i na calendar year yet has services have been illegally terminated without payment of notice pay and retrenchment compensation. Hence there has been breach of section 25 of I.D. Act. There is no

evidence to prove breach of section 25G & H of I.D. Act.

9. In the end my award is that retrenchment of the workman being in breach of section 25F I.D. Act is illegal and he will be entitled for reinstatement with back wages from the date of reference as reference is belated.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 31 दिसम्बर, 1996

कां० अ० 103 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जमनानगर ग्रामीण बैंक, आगरा के प्रबन्धनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-12-96 को प्राप्त हुआ था।

[संख्या एल-12012/1/93-आई०आर० (बी-1)]

पी०जे० माइकल, डेस्क अधिकारी

New Delhi, the 31st December, 1996

S.O. 103.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Jamunanagar Gramin Bank, Agra and their workman, which was received by the Central Government on 23-12-1996.

[No. L-12012/1/93-IR(B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 42 of 1993

In the matter of dispute :

BETWEEN

Mahesh Chandra,
S/o Sri Pal,
R/o Village Gurahi, Gusen,
Post Dhimshree, Agra.
AND

Chairman,
Jamuna Gramin Bank,
Delhi Kanpur Highway,
Agra.

AWARD

1. Central Government. Ministry of Labour, New Delhi, vide its notification No. L-12012/1/93/IRB-1 dated 8-4-93, has referred the following

dispute for adjudication to this Tribunal—

Whether the action of the management of Jamuna Gramin Bank, Agra in not allowing Sri Mahesh Chandra to resume his duties after acquittal from the Court of Additional Chief Judicial Magistrate VIII Agra, in case No. 2375/90, is legal and justified? If not, to what relief the workman is entitled to and from which date?

2. The concerned workman Mahesh Chandra was working as sub staff in opposite party Jamuna Gramin Bank in Garhugosai Branch in District Agra w.e.f. 24-11-84. One F.I.R. was lodged against him for criminal misappropriation of money by the management bank which resulted in registration of criminal case No. 2375 of 1990 State versus Mahesh Chandra under section 381/411 IPC. It was pending before the court of VIII Additional Chief Judicial Magistrate Agra. By judgment and order dt. 5-9-91, (Ext. W-9) being its copy, Mahesh Chandra was acquitted.

3. The case of the concerned workman is that after the case was registered against him, management had refused work to him and he had asked him to join when he is acquitted by the court. Thus after acquittal he went to join he was not given employment which was not justified.

4. The opposite party has alleged that after registration of case the concerned workman himself had absconded and thereafter he did not come to join. Mahesh Chandra W.W. 1 has stated that he had not left the job. Instead one S. D. Shukla had asked to come after his acquittal. On the other hand S. D. Shukla M.W. 1 has stated that after registration of case the concerned workman himself stopped coming.

5. There is copy of demand notice dated 24-1-92 Ext. W. 6 which shows that concerned workman had recited all the facts leading to his cessation of work and subsequent demand of service after acquittal. Ext. W-7 shows that this letter was sent by post and was served upon the bank. Thus the silence on the part of management alone would go to disprove the version of the management and support the version of the concerned workman. Hence my finding is that the concerned workman had himself not stopped coming to bank. Instead he was prevented from doing so on the plea that he would be allowed to join after his acquittal which took place on 5-9-91.

6. There is regulation 29(4) of Jamuna Gramin Bank Staff Regulations 1984 which shows that when any employee had been removed from service on the basis of conviction and the same is set aside by the High Court he should be reinstated. For the parity of reasons the concerned workman too ought

to have been reinstated after he was acquitted by ACJM VIII Agra on 5-9-91.

7. In this way my award is that the management of the opposite party bank was not justified in not allowing the concerned workman to resume duty after he was acquitted in the above mentioned criminal case. Hence he is entitled for reinstatement with back wages w.e.f. 24-1-92 that the from the date of demand at the rate at which he was paid lastly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 जनवरी, 1997

कां०आ० 104 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीग्राफ माइक्रोवेव प्रोजेक्ट वाराणसी के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-96 को प्राप्त हुआ था।

[संख्या एल-41012/42/92-आई०आर० (डी०यू०)]

पी०जे० माइकल, डेस्क अधिकारी

New Delhi, the 1st January, 1997

S.O. 104.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telegraph Microwave Project, Varanasi and their workman, which was received by the Central Government on the 12-1-1996.

[No. L-41012/42/92-IR (DU)]

P. J. MICHAEL, Desk Officer
ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
PANDU NAGAR, KANPUR

Industrial Dispute No. 33 of 1993

In the matter of dispute :

BETWEEN

Baljeet Yadav,
S/o Sri Kariya Yadav,
C/o N. C. Pandey,
C-322-GTB Nagar Karoli,
Allahabad.

AND

Assistant Engineer,
Telegraph,
Microwave Project,
Takural Bhawan,
Pishach Mochan,
Varanasi.

AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-41012/42/92/I.R. (DU) dt. 22-3-93 has referred the following dispute for adjudication to this Tribunal:—

Whether the action of Asstt. Engineer Telegraph Microwave Project, Varanasi in terminating the services of Sri Baljit Yadav, S/o Sri Kariya Yadav w.e.f. 15-12-79 is justified? If not, what relief he is entitled to?

2. It is unnecessary to give full facts of the case as after filing of the statement of claim concerned workman did not turn up despite issue of notices. It thus appears that the concerned workman is not interested in the case.

3. In view of above, reference is answered in affirmative. Consequently the concerned workman is not entitled for any relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 दिसम्बर, 1996

का.प्रा. 105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.एम.बो. डी.आई.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार को औद्योगिक अधिकरण सं.-1, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-96 को प्राप्त हुआ था।

[संख्या एल.-20012/389/91-आई प्रार (कोल-I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 19th December, 1996

S.O. 105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. CMPDIL and their workmen, which was received by the Central Government on 17-12-96.

[No. L-20012/389/91-IR(Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference under section 10(1)(d)(2-A) of the Industrial Disputes Act, 1947.

Reference No. 20 of 1993

PARTIES :

Employers in relation to the management of M/s. Central Mine Planning Design Institute Ltd., Ranchi.

AND

Their Workmen

PRESENT :

Shri Tarkeshwar Prasad, Presiding Officer.

APPEARANCES :

For the Employers.—Shri Uday Prakash, Dy. Personnel Manager (IR).

For the Workmen.—Shri A. Mathews, General Secretary, National Coal Workers Congress.

STATE . Bihar.

INDUSTRY : Mine Planning.

Dated, the 5th December, 1996

AWARD

By Order No. L-20012/389/91-I.R. (Coal-I) dated 5-1-93 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of M/s. Central Mine Planning & Design Institute Ltd., Ranchi is justified in not regularising the workmen Shri Sripati Mondal as Driver in Cat. V of NCWA? If not, to what relief the workman Sripati Mondal is entitled?"

2. On 5-12-1996 when the case was taken up for hearing, both the parties submitted that the demand of the workman has already been fulfilled by the management, hence there exists no dispute between the management and the sponsoring union.

In such circumstances, I pass a 'No Dispute' award in the present reference case.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 19 दिसम्बर, 1996

का.प्रा. 106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. का भुरकुंडा कोलियरी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, सं.-1, धनबाद के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 17-12-96 को प्राप्त हुआ था।

[सं. एल.-20012/51/90-आई प्रार (सी-I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi the 19th December, 1996

S.O. 106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhurkunda Colliery of M/s. BCCL and their workmen, which was received by the Central Government on 17-12-1996.

[No. L-20012/51/90-IR (C-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD

In the matter of a reference under Section 10(1)(d) (2-A) of the Industrial Disputes Act, 1947

Reference No. 213 of 1990

PARTIES :

Employers in relation to the management of Bhurkunda Colliery of M/s. C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri Tarkeshwar Prasad, Presiding Officer.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—None.

STATE : Bihar

INDUSTRY : Coal

Dated, the 6th December, 1996

AWARD

By Order No. L-20012/51/90-I.R. (Coal-I) dated 19-9-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Bhurkunda Colliery of C.C.L. P.O. Bhurkunda, Dist. Hazaribagh by not making payment of 10% Attendance Bonus to the workmen of Bhurkunda Colliery of C.C.L. whose service conditions are governed under N.C.D.C. Rules since inception of Coal Mines Attendance Bonus Scheme is justified ? If not, to what relief the workmen concerned are entitled ?"

2. After notice to the parties the parties filed their respective written statements and rejoinders. Thereafter none appeared on behalf of the workmen to take further step in the case. Even on 6-12-1996 none appeared for the workmen. Therefore, it appears that neither the sponsoring union nor the concerned workmen are interested to prosecute the case.

3. In such circumstances, I pass a 'No Dispute' award in the present reference case.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 24 दिसम्बर, 1996

का.प्र. 107.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आयल इंडिया लिमिटेड के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, औद्योगिक अधिकरण, गुवाहाटी (असम) के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-12-96 को प्राप्त हुआ था।

[संख्या एल-30012/15/86-डी III बी/आई आर (सी-I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 24th December, 1996

S.O. 107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Guwahati, Assam as shown in the Annexure in the industrial dispute between the employers in relation to the management of Oil India Limited, and their workmen, which was received by the Central Government on 23-12-1996.

[No. L-30012/15/86-D.III (B)/IR (C-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Reference No. 11 (C) of 1993

PRESENT :

Shri J. C. Kalita, B.A. (Hons) LL.B., Presiding Officer.

Industrial Tribunal, Guwahati.

In the matter of an industrial dispute :

BETWEEN

The Management of Oil India Ltd., Duliajan
Versus

Shri Rajani Kalita.

APPEARANCE :

Shri S. Sharma, Advocate—for the Management.
Himself—for the Workman.

AWARD

The Government of India, Ministry of Labour, New Delhi by a notification No. L-30012/15/86-D.III (B)/IR (Coal-I) dated 21-5-93/1-6-93 referred an industrial dispute between the management of Oil India Ltd. Duliajan and their workman Shri Rajani Kalita for adjudication by this Tribunal with copies to the parties. On receipt of the notification reference was registered and notices were issued to the parties to appear and to file their written statement. Both the parties appeared and filed their written statement.

The issue referred by the original reference was in respect of not regularising the jobs of Shri Rajani Kalita, but by a corrigendum dated 24-1-95 the word "terminating" has been added to the original reference. Thus the issue reads as follows—

"Whether the action of the management of Oil India Ltd., Duliajan in terminating and not regularising the job of the Shri Rajani Kalita alongwith other contract labourers is justified ? If not, to want relief the concerned workman is entitled ?"

The workman in his written statement contended that he is a trained Home Guard and while in service of the Government of Assam, he came in contract with service Security Officer Dr. P. C. Baruah of the management who employed him as Security Guard. When Dr. P. C. Baruah was transferred to Duliajan from Narangi the workman also moved to Duliajan where his service was lent out to the service of M/s. Oriental Construction Company and M/s. Trading and Transport Company based at Duliajan, to do work for the management. While on duty the workman suffered an accident on 21-5-85 and was put under treatment of the medical officer of Oil India Ltd., but being disabled for the said accident he was dismissed from service without paying compensation under the Workmen's Compensation Act and without holding any enquiry on to his misconduct. He filed a claim petition before the Workman's Compensation Commissioner at Guwahati under the Workman's Compensation Act wherein the Commissioner finally determined the compensation at Rs. 3011.65.

The management in their written statement contended that the reference itself is illegal, not being referred by the Central Government as the Desk Officer is not an appropriate Government as defined in the Act. Citing the wordings of the reference the management stated that the dispute referred is not an Industrial Dispute. "Not regularising the job of Shri Rajani Kalita alongwith the other contract labourers" management stated that the service of contract labourers are governed by the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and not by Industrial Dispute Act. There was no master and servant relationship between the Oil India Ltd. and Rajani Kalita as he was never engaged or appointed by the management of Oil India Ltd. He was engaged by a contractor named M/s. Trading and Transport Company, Duliajan in Security Department and his service might have been terminated by the said company. The compensation determined by the learned Commissioner under

the Workmen's Compensation Act on the basis of the complaint lodged by Rajani Kalita in Case No. W.C. 7/89 indicates that he was working as a contract labour under M/s. Trading and Transport Company which has finally paid the said compensation of Rs. 3011.65 to Rajani Kalita. Management of Oil India Ltd. was also a party to the said Case. As such Rajani Kalita is not entitled to the relief claimed.

Workman examined two witnesses whereas the management examined three witnesses.

It has been alleged that the Desk Officer, Ministry of Labour, Government of India, New Delhi has no jurisdiction to refer the dispute to the Industrial Tribunal. Without tilting to this submission, I must say that during my tenure as Presiding Officer, Industrial Tribunal, Guwahati, I disposed of number of cases against Oil India Ltd. referred by the Desk Officer, such a plea was never taken by the management in the earlier cases disposed by me. I find this plea not sustainable. Desk Officer is definitely a competent officer authorised by law to refer the dispute.

The workman has sought relief against Oil India Ltd. To get relief the relationship of master and servant or employer and employee must be proved. Industrial dispute means any dispute or difference between the employers and the employees or between employers and workmen, or between workmen and workmen, which is connected with employment or non employment or the terms of employment or with the conditions of labour, of any person. Workman claimed that he was engaged by Oil India Ltd. It means that he was under the direct employment of Oil India Ltd. Any dispute connected with employment or non-employment would ordinarily cover all matters that require settlement between workmen and the employer.

Let me see whether the workman was ever employed by Oil India Ltd. Management clearly stated that certain rules and produce are strictly followed at the time of recruitment of any category of employees. The management is to notify the vacancy to the Employment Exchange which in turn sponsors the candidates having the requisite qualification. Thereafter an interview is held and the candidates finally selected for appointment are to appear before the Medical Board or medical fitness certificate and at the same time it needs police verification. In cross-examination workman deposed that he was not sponsored by Employment Exchange. Management has specifically denied that Rajani Kalita was ever an employee of Oil India Ltd. So the burden heavily lies upon the workman to prove that he was an employee of Oil India Ltd. Not to speak of appointment letter, even the patsin to prove that he was paid by Oil India Ltd. is produced. No attempt is made by the workman to call for such relevant records to show his name in the attendance register or payment register.

The workman stated in para five of his written statement that he was a Trained Home Guard; though initially served in the State of Assam, later on secured the job of a Security Guard with the help of Dr. P. C. Baruah, a service Security Officer of Oil India Ltd. When Dr. Baruah was transferred to Duliajan he took the workman to Duliajan where his service was lent out to M/s. Oriental Construction Company and M/s. Trading and Transport Company. It is not legally possible on the part of Dr. Baruah to place the service of the workman into the service of the said two companies. As an employee of Oil India Ltd., on his transfer to Duliajan, he ought to have definitely worked under the direct control of the management. The workman claimed that the benefit of his service went to the management though he used to work with the said two companies. The workman deposed before me that he was engaged in fencing work which was replaced by a Pucca fencing. He worked there for 3 months. Thereafter, he was sent to Duliajan where he was engaged in Oriental Construction Company. Here he worked for 9 months. Then he was sent to Digbaj where he worked under the Trading and Transport Company. I am now convinced that the workman was never engaged or appointed by Oil India Ltd., his service were strictly utilised by M/s. Oriental Construction Company and M/s. Trading and Transport Company, the Companies appointed by Oil India Ltd. to perform some construction works. Now it can be safely held that there exists no relationship of employer and employee between the management of Oil India Ltd. and the workman.

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A person to be a workman within the meaning of the definition must be one employed in an industry for hire or reward. It is proved that his service was hired by M/s. Oriental Construction Company M/s. Trading and Transport Company and not by Oil India Ltd. There is no proof that he was paid by Oil India Ltd. directly. Initially the Central Government refused to refer the dispute raised by the workman for adjudication by the Tribunal but it finally referred the dispute to this Tribunal for adjudication as per the direction of the Hon'ble Guwahati High Court vide its order dated 30.4.91 in Civil Rule No. 1640 of 1991. Both sides filed their written statement, tendered evidences and proved few documents. On perusal of the evidences on record I came to the conclusion that the workman was not a workman under the direct control and administration of Oil India Ltd., but a casual contract unskilled labour working under two companies appointed by Oil India Ltd. to perform some contractual works. Ext. Ka and Kha do not support his contention that he was engaged as casual labour by Oil India Ltd.

The workman failed to prove that his service was hired by Oil India Ltd. It is not proved that his wages were ever paid by Oil India Ltd. So the question of employment, non-employment and condition of service arises not against Oil India Ltd., but against the Companies under which he claims to have served. Ext. 6 is the application under workmen's Compensation Act 1923 filed by the workman before the Commissioner of Workman's Compensation Act. In this petition the workman clearly stated that he served for about 3 months under M/s. J. C. Sulradhar, a contractor appointed by Oil India Ltd. at Narangi, Guwahati. Thereafter he worked as security guard under M/s. Oriental Construction Company a contractor appointed by Oil India Ltd., and finally he worked under M/s. Trading and Transport Company at Digbaj, a company appointed by Oil India Ltd. It has been submitted on behalf of the management that its various works are operated and carried out though the contractors duly appointed after calling tenders to that effect. So the labourers engaged or appointed by the contractors are not the employees of the management. While on duty under M/s. Trading and Transport Company the workman sustained grievous injurious in his middle finger of left hand with permanent damage. After hearing the parties the commissioner passed an award for Rs. 3011.65 which was paid by M/s. Trading and Transport Company. Ext. 7 is the said award.

Witness No. 1 is a contractor under Oil India Ltd. He said that he engaged Shri Rajani Kalita on daily wages system. This witness admitted that Rajani Kalita sustained injuries on his middle finger while working under him. He was the proprietor of M/s. Trading and Transport Company. He submits Bill to Oil India Ltd. for the works done by him through the labourers engaged by him and makes the payment to the labourers. It is now clear that the workman comes under the purview of Contract Labour (Regulation and Abolition) Act, 1970.

Ext. 8 is the certified copy of the Judgement arising out of number of writs filed by large numbers of casual workers against Oil India Ltd. but got no relief. It is proved that Rajani Kalita is not a direct workman of the principal employer i.e. Oil India Ltd. The Hon'ble Supreme Court in 1991 (2) SCC. 176 and in 1992 (1) SCC 695 pointed out that the Court cannot direct the management to absorb the labourers without having found that these labourers have direct connection with the management. In such a case the direct link between the contract labour and the principal employer must be established, eliminating the contractor from the scene; but herein this case direct link could not be established by the workman.

The workman himself has raised the dispute, it is not espoused by the union of the Principal employer for absorption of the contract labourers. It is nowhere stated that the contract between Oil India Ltd. and the two companies named above is a sham one, he is in fact a workman of Oil India Ltd., the matter would have been different. Witness No. 1 of the management has proved that the contract was a genuine one, a dispute may be raised for abolition of the contract labour and their absorption which is vested to the appropriate Government and not to the Tribunal. In this connection reliance has been placed in AIR 1995 SC. 1893. Considering the evidence on record and by going

through the cited decision it is held that the question of regularisation of the workman in the service of Oil India Ltd. does not arise once it is proved that he was not a direct employee of Oil India Ltd.

The question of non-employment of the workman came from the contractor M/s. Trading and Transport Company and not from Oil India Ltd. Witness No. 1 of the management deposed that he bore the cost of the treatment of Rajani Kalita. Rajani Kalita deposed that he came to Guwahati for treatment; and on his return after being fit to resume duties, the management of Oil India Ltd. refused to employ him. When Oil India Ltd. was not his employer the question of termination from service or refusal to employ him by Oil India Ltd. does not arise at all.

In the light of the above discussion it is held that the management of Oil India Ltd. is justified in not regularising the workman Shri Rajani Kalita in the service of Oil India Ltd. The dispute is fought by Rajani Kalita alone, nor is espoused by the union of direct workman of Oil India Ltd. As such the question of regularisation along with other contract labourers does not arise; and he is not entitled to the relief claimed.

I given this award on his 30th November, 1996 under my hand and seal.

SHRI J. C. KALITA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1996

का.आ. 108.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार 510 आर्मी बेस वर्कशॉप के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के धारा को प्रकाशित करती है जो केन्द्रीय सरकार को 26-12-96 को प्राप्त हुआ।

[सं. एल-14012/22/93-आई.आर.(डी.यू.)]

के.वी.बी. उन्नी डेस्क अधिकारी

New Delhi, the 27th December, 1996

S.O.108.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of 510 Army Base Workshop and their workman, which was received by the Central Government on 26-12-96.

[No.L-14012/22/93-IR(DU)]

K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT;

J.D.M, 73/94

INDUSTRIAL TRIBUNAL, NEW DELHI

In the matter of dispute :

-BETWEEN

Shri Mahesh Kumar s/o Shri jai Prakash
Vill & P.O. —Bhalsona

Thana— Sardhana, Distt.—Meerut (U.P.)

Versus

Union of India & Ministry of Defence
New Delhi through The Defence Secretary.
2. Commander,

510. Army Base Workshop,
Meerut.

APPEARANCES :

Shri K.K. Kumar on behalf of
Shri N.K. Verma
Shri R.K. Bhall on behalf of
Shri H.K. Shekhar
for the workman.
Shri V.S. Krishnan for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-14012/22/93-I.R.(D.U.) dated 25-8-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of 510 Army Base Workshop in terminating the services of Shri Mahesh Kumar s/o Shri Jai Prakash Chowkidar, w.e.f., 21.3.92 is legal and justified? If not, what relief the workman concerned is entitled to?"

2. The facts of the dispute as stated in the claim petition are that the management is a Unit of Union of India, Ministry of Defence duly registered under the provision of the Factories Act, 1947. It is incorporated in trade and business of manufacturing and repairing of defence equipment and other articles which were used by the defence force of India as well as civilians. The Management employed number of employees on various posts of different categories and the work was being carried out in an organised and systematic pattern. The workman was employed against the substantial post of permanent and regular nature of daily wages rates w.e.f. 24.7.90 vide appointment letter No. 20301/NR/Emp. Cell off 20th July, 1990. The work and conduct of the workman had been found satisfactory for a period of more than 240 days continuously. Less wages were paid to him during the course of employment than the minimum wages prescribed by the appropriate Government. The workman demanded minimum wages and the management did not relish hence they terminated the services of the workman w.e.f. 31.3.92 which was in violation of the provisions of the Industrial Disputes Act and the action of the management was unfair, unreasonable and opposed to public policy. Hence this reference.

3. The Management in its written statement alleged that the workman was employed on daily wages. They were employed for providing assistance/services to foreigners accommodated in the officers' Mess of 510 Army Base Workshop who have since finished their task and left the country. The Management is not an "Industry". Government of India Ministry of Defence has written to the Management their last letter dated 13.1.92. The present workman was employed as Safaiwala on daily rate basis.

4. The Management examined Atamjit Singh MW attached while the workman himself appeared as WW1. I have heard representatives for the parties and have gone through the record. The representative for the management has referred to the appointment letter and the other annexures attached with the written statement wherein the workman was employed on daily basis and on a purely temporary post. It was also stated in the letter containing term and conditions that there was no likelihood of the appointment being extended or converted to any other type of appointment. No leave was admissible as the appointment was purely on temporary basis. The representative for the management has further urged that this workman alongwith few others were appointed solely for the specific purpose for a Mess open for Russian Specialist who were attached to 510 Army Base Workshop on deputation for a special task. Since the work of that nature was completed and the Russian Specialist left the country simultaneously and services of these workman who were employed specially for them were not required. Hence they were relived. The workman representative has urged that perusal of Annexure 4,5, and 6 that no purpose of the appointment was mentioned therein but it does not give the management the power to violate his mandatory provisions of law which includes payment of retrenchment compensation, one month notice or notice pay in lieu thereof etc. The Officer mess was not separated and had no distinct activity. The workman were retrenched and it was not the proved case of closure.

5. After having gone through the points urged before me by the representative for the parties, I am of the opinion that there is no denying fact as proved from the annexures filed by the management which is part of the defence services of the Government of India that U.S.S.R. Specialist had come to Meerut Cantt. and some staff for them was required. It was made clear by the Government of India as

well as by the appointment Authority that the employees were being recruited only for services to be rendered to this Unit of USSR specialist. The nature of the job of these people was also like Masalchi, Cook, Gardner Waiter etc. They were engaged for specific period and were not entitled to even leave. As their appointment was on daily basis which is recorded as meretric rates of pay in the Appendix attached in the terms and conditions in respect of these candidates it was recorded that there was no likelihood of the appointment being extended or converted to any other type of appointment. The terms and conditions were recorded in letter dated 20th July, 1990 and as a part of the defence services the workman were told that their services would no longer be extended beyond the period of their appointment. He also admitted the receipt of letter dated 24.7.90 and accepted the offer of appointment on the terms stated therein. In view of this situation I am of the opinion that since the workman was employed alongwith his other colleagues whose reference have also been received, specifically for the purpose of assisting the U.S.S.R. Specialist for the task entrusted to them and with the completion of the said task. The services of these employees were no longer required. It was a clear cut case of closure as the workman were employed only for a fixed period on daily basis for specific purpose for helping those specialist. The action of the management in this case in my opinion was fully justified. However, parties are left to bear their own cost.

21st November, 1996

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1996.

का.आ.109.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार 510 आर्मी बस वर्कशाप के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंच.ट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-96 को प्राप्त हुआ था।

[सं. एल. 14012/15/93 आई आर (डीयू)]

क.वी.बी. उष्णी, हेड ऑफ अधिकारी

New Delhi, the 27th December, 1996

S.O. 109.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of 510 Army Base Workshop and their workman, which was received by the Central Government on 26-12-96.

[No. L-14012/15/93-IR(DU)]

K.V.B. UNGY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL, NEW DELHI

I.D. No. 69/94

Shri Vinay Kumar
S/o Shri Vasant Lal
238, Govind Puri,
Kankar Khara, Meerut Cantt.

Versus

Union of India,
Ministry of Defence
New Delhi through The Secretary
2. Commander
510, Army Base Workshop
Meerut Cantt.

APPEARANCES

Shri R.K. Bhalla on behalf of

Sh. H.K. Shekhar for the workman.

Shri V.S. Krishnan for the Management.

AWARD

The Central Government Industrial Tribunal in the Ministry of Labour vide its order No. L-14012/15/93-I.R. (D.U.) dated 20-6-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of 510 Army Base Workshop in terminating the services of Shri Vinay Kumar s/o Shri Basan Lal, Cook w.e.f. 21-3-92 is legal and justified? If not what relief the workman concerned is entitled to?"

2. The facts of the dispute as stated in the claim petition are that the management is a Unit of Union of India, Ministry of Defence duly registered under the provisions of the Factories Act, 1948. It is incorporated in trade and business of manufacturing and repairing of defence equipment and other of articles which were used by the defence forces of India as well as Civilians. The Management em-

ployed number of employees on various posts of different categories and the work was carried out in an organised and systematic pattern. The workman was employed against the substantial post of permanent and regular nature on daily wages rates w.e.f. 23rd April, 1990 vide appointment Letter No. 20301/NR/Emp. Cell dated 21st April, 1990. The work and conduct of the workman had been found satisfactory for a period of more than 240 days continuously. Less wages were paid to him during the course of employment than the minimum wages prescribed by the appropriate government. The workman demanded minimum wages and the management did not relish hence they terminated the services of the workman w.e.f. 21-3-92 which was in violation of the provisions of the Industrial dispute Act and the action of the management was unfair, unreasonable and opposed to on public policy. Hence this reference.

3. The Management in its written statement alleged that the workman was employed on daily wages. They were employed for providing assistance/service to foreigners accommodated in the officers' Mess of 510 Army Base Workshop who have since finished their task and left the country. The Management is not an "Industry" Government of India Ministry of Defence has written to the Management their last letter dated 13-1-92. The present workman was employed as Safaiwala on daily rate basis.

4. The Management examined Atamjit Singh MW1 while the workman himself appeared as WW1. I have heard representatives for the parties and have gone through the record. The representative for the management has referred to the appointment letter and the other annexures attached with the written statement wherein the workman was employed on daily basis and on purely temporary post. It was also stated in the letter containing terms and conditions that there was no likelihood of the appointment being extended or converted to any other type of appointment. No leave was admissible as the appointment was purely on temporary basis. The representative for the management has further urged that this workman along with few others were appointed solely for the specific purpose for a Mess open for Russian Specialist who were attached to 510 Army Base Workshop on deputation for a special task. Since the work of the nature was completed and the Russian Specialists left the Country simultaneously and services of these workman who were employed specially for them were not required. Hence they were relieved. The workman representative has urged that pursuant of Annexures 4, 5, and 6 that no purpose of the appointment was

mentioned therein but it does not give the management the power to violate his mandatory provisions of law which includes payment of retrenchment compensation, one month notice or notice pay in lieu thereof etc. The Officer Mess was not separated and had no distinct activity. The workmen were retrenched and it was not the proved case of closure.

5. After having gone through the points urged before me by the representatives for the parties, I am of the opinion that there is no denying fact as proved from the annexures filed by the management which is part of the defence services of the Government of India that U.S.S.R. Specialist had come to Meerut Cantt. and some staff for them was required. It was made clear by the Government of India as well as by the appointment Authority that the employees were being recruited only for services to be rendered to this Unit of USSR specialist. The nature of the job of these people was also like Masalchi, Cook, Gardener, Waiter etc. They were engaged for specific period and were not entitled to even leave. As their appointment was on daily basis which is recorded as neerick rates, of pay in the appendix attached in the terms and conditions in respect of these candidates it was recorded that there was no likelihood of the appointment being extended or converted to any other type of appointment. The terms and conditions were recorded in letter dated 21st April, 1990 and as a part of the defence services the workmen were told that their services would no longer be extended beyond the period of their appointment. He also admitted the receipt of letter dated 23-4-90 and accepted the offer of appointment on the terms stated therein. In view of this situation I am of the opinion that since the workman was employed alongwith his other colleagues whose reference have also been received, specifically for the purpose of assisting the U.S.S.R. Specialists for the task entrusted to them and with the completion of the said task. The services of these employees were no longer required. It was a clear cut case of closure as the workmen were employed only for a fixed period on daily basis for specific purpose for helping those specialists. The action of the management in this case in my opinion was fully justified. However, parties are left to bear their own costs.

21st November, 1996

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1996

का.आ. 110.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 510 आर्मी बेस वर्कशॉप के प्रबंधन के संबद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निहित

औद्योगिक विवाद में केन्द्रीय सरकार (औद्योगिक अधिहरण नई दिल्ली के पत्रपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-96 को प्राप्त हुआ था।

[सं. एल. 14012/18/93-आई.आर (डी.यू.)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 27th December, 1996

S.O. 110.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of 510 Army Base Workshop and their workmen, which was received by the Central Government on 26-12-96.

[No.L-14012/18/93-IR(DU)]

K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL ; NEW DELHI

[I.D. No. 78/94

In the matter of dispute between :

Shri Hari Om S/o Mangat Ram,
Village & P.O.—Rashna,
Distt.—Meerut

Versus

Union of India & Others
(Through Shri V.S.R. Krishna)

ACGSC

APPEARANCES : Shri R.K. Bhalla on behalf of
Shri H.S. Shekhar for the workman.

Shri V.S. Krishnan for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-14012/18/93 dated 12/17-8-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of 510 Army Base Workshop in terminating the services of Shri Hari Om s/o Shri Mangat Ram, Chowkidar w.e.f. 21-3-1992 is legal and justified? If not, what relief the workman concerned is entitled to?"

2. The facts of the dispute as stated in the claim petition are that the management is a Unit of Union of India, Ministry of Defence duly registered under the provisions of Factories Act, 1948. It is incorporated in trade and business of manufacturing and repairing of defence equipment and other articles which were used by the defence forces of India as well as Civilians. The Management employed number of employees on various posts of different categories and the work was being carried out in an organised and systematic pattern. The workman was employed against the substantial post of permanent and regular nature on daily wages rates w.e.f. 23-4-90 vide appointment letter No. 20301/NR/Emp. Cell dated 21st April, 1990. The work and conduct of the workman had been found satisfactory for a period of more than 240 days continuously. Less wages were paid to him during the course of employment than the minimum wages prescribed by the appropriate Government. The workman demanded minimum wages and the management did not relish hence they terminated the services of the workman w.e.f. 31-3-92 which was in violation of the provisions of the Industrial Disputes Act and the action of the management was unfair, unreasonable and apposed to on public policy. Hence this reference.

3. The Management in its written statement alleged that the workman was employed on daily wages. They were employed for providing assistance/services to foreigners accommodated in the officers' Mess of 150 Army Base Workshop who have since finished their task and left the country. The Management is not an "Industry" Government of India Ministry of Defence has written to the Management their last letter dated 13-1-92. The present workman was employed as Safaiwala on daily rate basis.

4. The Management examined Atamjit Singh MW1 while the workman himself appeared as MW1. I have heard representatives for the parties and have gone through the record. The representative for the management has referred to the appointment letter and the other annexures attached with the written statement wherein the workman was employed on daily basis and on a purely temporary post. It was also stated in the letter containing terms and conditions that there was no likelihood of the appointment being extended or converted to any other type of appointment. No leave was admissible as the appointment was purely on temporary basis. The representative for the management has further urged that this workman alongwith few others were appointed solely for the specific purpose for a Mess open for Russian Specialist who were attached to 510 Army Base Workshop on deputation for a special task. Since the work of the nature was completed

and the Russian Specialists left the country simultaneously and services of these workmen who were employed specially for them were not required. Hence they were relieved. The workman representative has urged that perusal of Annexure 4, 5 and 6 that no purpose of the appointment was mentioned therein but it does not give the management the power to violate his mandatory provisions of law which includes payment of retrenchment compensation, one month notice or notice pay in lieu thereof etc. The Officer Mess was not separated and had no distinct activity. The workmen were retrenched and it was not the proved case of closure.

5. After having gone through the points urged before me by the representatives for the parties, I am of the opinion that there is no denying fact as proved from the annexures filed by the management which is part of the defence services of the Government of India that U.S.S.R. Specialist had come to Meerut Cantt and some staff for them was required. It was made clear by the Government of India as well as by the Appointing Authority that the employees were being recruited only for services to be rendered to this Unit of USSR specialist. The nature of the job of these people was also like Masalchi, Cook, Gardener, Waiter etc. They were engaged for specific period and were not entitled to even leave. As their appointment was on daily basis which is recorded as meretric rates of pay in the Appendix attached in the terms and conditions in respect of these candidates it was recorded that there was no likelihood of the appointment being extended or converted to any other type of appointment. The terms and conditions were recorded in letter dated 21st April, 1990 and as a part of the defence services the workmen were told that their services would no longer be extended beyond the period their appointment. He also admitted the receipt of letter dated 23-4-90 and accepted the offer of appointment on the terms stated therein. In view of this situation I am of the opinion that since the workman was employed alongwith his other colleagues whose reference have also been received specifically for the purpose of assisting the U.S.S.R. Specialists for the task entrusted to them and with the completion of the said task. The services of these employees were no longer required. It was a clear cut case of closure as the workman were employed only for a fixed period on daily basis for specific purpose for helping those specialists. The action of the management in this case in my opinion was fully justified. However, parties are left to bear their own costs

21st November, 1996

GANPATISHARMA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1996

का.आ. 111.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 510 आर्मी बेस वर्कशॉप, के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,, नई दिल्ली के पचाद की प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-96 को प्राप्त हुआ था।

[सं. एल-14012/19/93-आई आर (डीयू)]
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 27th December, 1996

S.O. 111.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of 510 Army Base Workshop and their workman, which was received by the Central Government on 26-12-96.

[No. L-14012/19/93-IR (DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA :

PRESIDING OFFICER, CENTRAL GOVT:
INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 77/94

BETWEEN

In the matter of dispute

Shri Raj Kumar S/o. Shri Shyam Singh,
R/o. 64-Tulsi Colony, Kankar Khera,
(Meerut Cantt.)

Versus

Union of India & Others

(Through Shri V. S. R. Krishna)

ACGSC.

APPEARANCES:

Shri R. K. Bhalla on behalf of Shri H. K. Shekhar
for the workman.

Shri V. S. Krishnan for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-14012/19/93-I.R. (D.U.) dated 12/17-8-94 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of 510 Army Base Workshop in terminating the

services of Shri Raj Kumar, S/o. Shri Shyam Singh, Chowkidar w.e.f. 21-3-92 is legal and justified ?

The facts of the dispute as stated in the claim petition are that the management is a Unit of Union of India, Ministry of Defence duly registered under the provisions of the Factories Act, 1948. It is incorporated in trade and business of manufacturing and repairing of defence equipment and other articles which were used by the defence forces of India as well as Civilians. The Management employed number of employees on various posts of different categories and the work was being carried out in an organised and systematic pattern. The workman was employed against the substantial post of permanent and regular nature on daily wages rates w.e.f. 23-4-90 vide appointment letter No. 20301/NR/Emp. Cell dated 21st April, 1990. The work and conduct of the workman had been found satisfactory for a period of more than 240 days continuously. Less wages were paid to him during the course of employment than the minimum wages prescribed by the appropriate Government. The workman demanded minimum wages and the management did not relish hence they terminated the services of the workman w.e.f. 21-3-92 which was in violation of the provisions of the Industrial Disputes Act and the action of the management was unfair, unreasonable and opposed to on public policy. Hence this reference.

3. The Management in its written statement alleged that the workman was employed on daily wages. They were employed for providing assistance/services to foreigners accommodated in the officers' Mess of 510 Army Base Workshop who have since finished their task and left the country. The Management is not an “Industry” Government of India Ministry of Defence has written to the Management their last letter dated 13-1-92. The present workman was employed as Safaiwala on daily rate basis.

4. The Management examined Atamjit Singh MW1 while the workman himself appeared as WW1. I have heard representatives for the parties and have gone through the record. The representative for the management has referred to the appointment letter and the other annexures attached with the written statement wherein the workman was employed on daily basis and on a purely temporary post. It was also stated in the letter containing terms and conditions that there was no likelihood of the appointment being extended or converted to any other type of appointment. No leave was admissible as the appointment was purely on temporary basis. The representative for the Management has further urged that his workman alongwith few others were appointed

solely for the specific purpose for a Mess open for Russian Specialist who were attached to 510 Army Base Workshop on deputation for a special task. Since the work of the nature was completed and the Russian Specialists left the country simultaneously and services of these workmen who were employed specially for them were not required. Hence they were relieved. The workmen representative has urged that perusal of Annexure 4, 5, and 6 that no purpose of the appointment was mentioned therein but it does not give the management the power to violate his mandatory provisions of law which includes payment of retrenchment compensation, one month notice or notice pay in lieu thereof etc. The Officer mess was not separated and had no distinct activity. The workmen were retrenched and it was not the proved case of closure.

5. After having gone through the points urged before me by the representatives for the parties. I am of the opinion that there is no denying fact as proved from the annexures filed by the management which is part of the defence services of the Government of India that U.S.S.R. Specialist had come to Meerut Cantt and some staff for them was required. It was made clear by the Government of India as well as by the Appointment Authority that the employees were being recruited only for services to be rendered to this Unit of U.S.S.R. specialist. The nature of the job of these people was also like Masalchi, Cook, Gardner, Waiter, etc. They were engaged for specific period and were not entitled to even leave. As their appointment was on daily basis which is recorded as merrick rates of pay in the Appendix attached in the terms and conditions in respect of these candidates it was recorded that there was no likelihood of the appointment being extended or converted to any other type of appointment. The terms and conditions were recorded in letter dated 21st April, 1990 and as a part of the defence services the workmen were told that their services would no longer be extended beyond the period of their appointment. He also admitted the receipt of letter dated 23-4-90 and accepted the officer of appointment on the terms stated therein. In view of this situation I am of the opinion that since the workmen was employed alongwith his other colleagues whose reference have also been received, specifically for the purpose of assisting the U.S.S.R. Specialists for the task entrusted to them and with the completion of the said task. The services of these employees were no longer required. It was a clear cut case of closure as the workmen were employed only for a fixed period on daily basis for specific purpose for helping those specialists. The action of the management in this case in my opinion was fully justified. However, parties are left to bear their own costs.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1996

का.आ. 112.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 510 आर्मी बेस वर्कशॉप के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-96 को प्राप्त हुआ था।

[सं/एन-14/12/28/93-आईआर (डीयू)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 27th December, 1996

S.O. 112.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of 510 Army Base Workshop and their workmen, which was received by the Central Government on 26-12-96.

[No. L-14012/28/93-IR (DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA :
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL, NEW DELHI
I.D. No. 71/74

BETWEEN

In the matter of dispute

Shri Praveen Kumar Jain S/o. Shri S. P. Jain,
32, Jassu Mohalla, Kankarkhera, Meerut Cantt.

Versus

510 Army Base Workshop,
through its Commandant,
Meerut Cantt.

APPEARANCES

Shri K. Kumar on behalf of Shri N. K. Verma
for the workman.

Shri V. S. Krishnan for the Management.

AWARD :

The Central Government in the Ministry of Labour vide its Order No. L-14012/23/93-I.R. (D.U.) dated 11/24-8-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of 510 Army Base Workshop in terminating the services of Shri Praveen Kumar Jain, S/o. Sh. S. P. Jain, Clerk w.e.f. 21-3-92 is legal and justified ? If not, what relief the workman concerned is entitled to ?"

2. The facts of the dispute as stated in the claim petition are that the management is a Unit of Union of India, Ministry of Defence duly registered under the provisions of the Factories Act, 1948. It is incorporated in trade and business of manufacturing and repairing of defence equipment and other articles which were used by the defence forces of India as well as Civilians. The Management employed number of employees on various posts of different categories and the work was being carried out in an organised and systematic pattern. The workman was employed against the substantial post of permanent and regular nature on daily rates w.e.f. 23-7-90 vide appointment letter No. 20301/NR/Emp Cell dated 21st July, 90. The work and conduct of the workman had been found satisfactory for a period of more than 240 days continuously. Less wages were paid to him during the course of employment than the minimum wages prescribed by the appropriate government. The workman demanded minimum wages and the management did not relish hence they terminated the services of the workman w.e.f. 31-3-92 which was in violation of the provisions of the Industrial Disputes Act and the action of the management was unfair, unreasonable and opposed to on public policy. Hence this reference.

3. The Management in its written statement alleged that the workman was employed on daily wages. They were employed for providing assistance/service to foreigners accommodated in the Officers' Mess of 510 Army Base Workshop who have since finished their task and left the country. The Management is not an "Industry" Government of India, Ministry of Defence has written to the Management their last letter dated 13-1-92. The present workman was employed as Safaiwala on daily rate basis.

4. The Management examined Atamjit Singh MW1 while the workman himself appeared as WW1. I have heard representatives for the parties and have gone through the record. The representative for the management has referred to the appointment letter and the other annexures attached with the written statement wherein the workman was employed only daily basis and on a purely temporary post. It was also stated in the letter containing terms and conditions that there was no likelihood of the appointment being extended or converted to any other type of appointment. No leave was admissible as the appointment was purely on temporary basis. The representative for the management has further urged that, this workman alongwith few others were appointed solely for the specific purpose for a Mess open for Russian Specialist who were attached to 510 Army Base Workshop on deputation for a special task. Since the work of the nature was completed and the Russian Specialists left the country simultaneously and services of these workmen who were employed

specially for them were not required. Hence they were relieved. The workman representative has urged that perusal of Annexure 4, 5 and 6 that no purpose of the appointment was mentioned therein but it does not give the management the power to violate his mandatory provisions of law which includes payment of retrenchment compensation, one month notice or notice pay in lieu thereof etc. The Officer Mess was not separated and had no distinct activity. The workmen were retrenched and it was not the proved case of closure.

5. After having gone through the points urged before me by the representatives for the parties, I am of the opinion that there is no denying fact as proved from the annexures filed by the management which is apart of the defence services of the Government of India that U.S.S.R. Specialist had come to Meerut Cantt. and some staff for them was required. It was made clear by the Government of India as well as by the appointment Authority that the employees were being recruited only for services to be rendered to this Unit of U.S.S.R. Specialist. The nature of the job of these people was also like Masalehi, Cook, Gardner, Waiter, etc. They were engaged for specific period and were not entitled to even leave. As their appointment was on daily basis which is recorded as meretric rates of pay in the Appendix attached in the terms and conditions in respect of these candidates it was recorded that there was no likelihood of the appointment being extended or converted to any other type of appointment. The terms and conditions were recorded in letter dated 21st July, 1990 and as a part of the defence services the workmen were told that their services would no longer be extended beyond the period of their appointment. He also admitted the receipt of letter dated 23-7-90 and accepted the offer of appointment on the terms stated therein. In view of this situation I am of the opinion that since the workman was employed alongwith his other colleagues whose reference have also been received, specifically for the purpose of assisting the U.S.S.R. Specialists for the task entrusted to them and with the completion of the said task. The services of these employees were no longer required. It was clear cut case of closure as the workman were employed only for a fixed period on daily basis for specific purpose for helping those specialists. The action of the management in this case in my opinion was fully justified. However, parties are left to bear their own costs.

21st November, 1996

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1996

का.आ. 113.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 510 आर्मी बेस वर्कशॉप के प्रबंधन के संबंध नि-योजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-96 को प्राप्त हुआ था।

[सं. एल-14012/17/93-आई आर (डीयू)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 27th December, 1996

S.O 113.— : In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of 510, Army Base Workshop and their workman, which was received by the Central Government on 26-12-96.

[No. L-14012/17/93-IR(DU)]

K.V.B. Unny, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVT. INDUSTRIAL

TRIBUNAL : NEW DELHI

I.D. No. 74/94

In the matter of dispute between :

Shri Naresh Chand s/o Shri sherjee

Village—Pohili, P.O. Debthus

Distt—Meerut (UP).

Versus

510, Army Base Workshop*
through its Commandant,
Meerut Cantt.

APPEARANCES : Shri K.K. Kumar on behalf of
Shri N.K. Verma.

Shri V.S. Krishnan for the
Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-14012/17/93-I.R. (D.U) dated 25-8-94 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of 510 Army Base Workshop in terminating the services of Shri Naresh Chand, s/o Sari Saivjee Safaiwala,

w.e.f. 21-3-92 is legal and justified? If not, what relief the workman concerned is entitled to?”

2. The facts of the dispute as stated in the claim petition are that the management is a Unit of Union of India, Ministry of Defence duly registered under the provisions of the Factories Act, 1948. It is incorporated in trade and business of manufacturing and repairing of defence equipment and other articles which are used by the defence forces of India as well as Civilians. The Management employed number of employees on various posts of different categories and the work was being carried out in an organised and systematic pattern. The workman was employed against the substantial post of permanent and regular nature on daily wages rates w.e.f. 23-4-90 vide appointment letter No. 20301/NR/Emp. Cell dated 21st April, 1990. The work and conduct of the workman had been found satisfactory for a period of more than 240 days continuously. Less wages were paid to him during the course of employment, than the minimum wages prescribed by the appropriate government. The workman demanded minimum wages and the management did not relish hence they terminated the services of the workman w.e.f. 31-3-92 which was in violation of the provisions of the Industrial Disputes Act and the action of the management was unfair, unreasonable and opposed to on public policy. Hence this reference.

3. The Management in its written statement alleged that the workman was employed on daily wages. They were employed for providing assistance services to foreigners accommodated in the officers' Mess of 510 Army Base Workshop who have since finished their task and left the country. The management is not an “Industry” as Government of India Ministry of Defence has written to the Management their last letter dated 13-1-92. The present workman was employed as Safaiwala on daily rate basis.

4. The Management examined Atamjit Singh MW1 while the workman himself appeared as WW1. I have heard representatives for the parties and have gone through the record. The representative for the management has referred to the appointment letter and the other annexures attached with the written statement wherein the workman was employed on daily basis and on a purely temporary post. It was also stated in the letter containing terms and conditions that there was no likelihood of the appointment being extending or converted to any other type of appointment. No leave was admissible as the appointment was purely on temporary basis. The representative for the management has further urged that this workman alongwith few others were appointed solely for the specific purposes for a Mess open for Russian Specialist who were

attached to 519 Army Base Workshop on deputation for a special task. Since the work of that nature was completed and the Russian Specialists left the country simultaneously and services of the workman who were employed specially for them were not required. Hence they were relieved. The workman representative has urged that perusal of Annexure 4, 5, and 6 that no purpose of the appointment was mentioned therein but it does not give the management the power to violate his mandatory provisions of law which includes payment of retrenchment compensation. One month notice or notice pay in lieu thereof etc. The Officer mess was not separated and had no distinct activity. The workmen were retrenched and it was not the proved case of closure.

5. After having gone through the points urged before me by the representatives for the parties, I am of the opinion that there is no denying fact as proved from the annexures filed by the management which is part of the defence services of the Government of India that U.S.S.R. Specialist had come to Meerut Cantt. and some staff for them was required. It was made clear by the Government of India as well as by the appointment Authority that the employees were being recruited only for services to be rendered to this Unit of USSR specialist. The nature of the job of these people was also like Masaleki, Cook, Gaudier, Walter etc. They were engaged for specific period and were not entitled to even leave. As their appointment was on daily basis which is recorded as per diem rates of pay in the Appendix attached in the terms and conditions in respect of these candidates it was recorded that there was no likelihood of the appointment being extended or converted to any other type of appointment. The terms and conditions were recorded in letter dated 21st April, 1990 and as a part of the defence services the workman were told that their services would no longer be extended beyond the period of their appointment. He also admitted the receipt of letter dated 23-4-90 and accepted the offer of appointment on the terms stated therein. In view of this situation I am of the opinion that since the workman was employed alongwith his other colleagues whose reference have also been received specifically for the purpose of assisting the U.S.S.R. Specialists for the task entrusted to them and with the completion of the said task. The services of these employees were no longer required. It was a clear cut case of closure as the workman were employed only for a fixed period on daily basis for specific purpose for helping those specialists. The action of the management in this case in my opinion was fully justified. However, parties are left to bear their own costs.

21st November, 1996.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1996

आ.आ. 114.—औद्योगिक विवाद प्रक्रियाम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार 510 आर्मी बेस वर्कशॉप के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्न औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिक्रिया, नई दिल्ली के पंचाट को प्रमाणित करती है, जो केन्द्रीय सरकार को 26-12-96 को प्राप्त हुआ था।

[सं. एन-14012/16/93-आई प्रार (डोयू)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 27th December, 1996

S.O. 114.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of 510 Army Base Workshop and their workman, which was received by the Central Government on 26-12-96.

[No.L-14012/16/93-IR(DU)]

K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER ; CENTRAL GOVT. INDUSTRIAL TRIBUNAL ; NEW DELHI

I.D. No. 72/91

BETWEEN

In the matter of dispute : Between
Shri Manoj Kumar S/o Shri Charan Singh
Village—Lalpur, P.O.—Babu Garh,
Distt.—Ghaziabad.

Versus

Union of India,
and Others
(Mr. VSR Krishna, Advocate
Addl. Standing Counsel Central
Govt. at CAT new Delhi).

APPEARANCES

Shri R.K. Dhallan on behalf of
Shri H.K. Shekhar for the Management.
Shri V.S. Krishnan for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-14012/16/93-I.R. (D.U.) dated 24-8-94 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of 510 Army Base Workshop in terminating the services of Shri Manoj Kumar, S/o Shri Charan Singh, Waiter, w.e.f. 21-3-92 is legal and justified? If not, to what relief the workman concerned is entitled to?”

2. The facts of the dispute as stated in the claim petition are that the management is a Unit of Union of India, Ministry of Defence duly registered under the provisions of the Factories Act, 1948. It is incorporated in trade and business of manufacturing and repairing of defence equipment and other articles which were used by the defence forces of India as well as Civilians. The Management employed number of employees on various posts of different categories and the work was being carried out in an organised and systematic pattern. The workman was employed against the substantial post of permanent and regular nature on daily wages rates w.e.f. 23-7-90 vide appointment letter No. 20301/NR/Emp. Cell dated 20th July, 1990. The work and conduct of the workman had been found satisfactory for a period of more than 240 days continuously. Less wages were paid to him during the course of employment than the minimum wages prescribed by the appropriate government. The workman demanded minimum wages and the management did not relish hence they terminated the services of the workman w.e.f. 31-3-92 which was in violation of the provisions of the Industrial disputes Act and the action of the management was unfair, unreasonable and opposed to public policy. Hence this reference.

3. The Management in its written statement alleged that the workman was employed on daily wages. They were employed for providing assistance/services to foreigners accommodated in the officers' Mess of 510 Army Base Workshop who have since finished their task and left the country. The Management is not an “Industry” Government of India Ministry of Defence has written to the Management their last letter dated 13-1-92. The present workman was employed as Safaiwala on daily rate basis.

4. The Management examined Atamjit Singh MW1 while the workman himself appeared as WW1. I have heard representatives for the parties and have gone through the record. The representative for the management has referred to the appointment letter and the other annexures attached with the written statement wherein the workman was employed on daily basis and on a purely temporary post. It was also stated in the letter containing terms and conditions that there was no likelihood of the appointment being extended or converted to any other type of appointment. No leave was admissible as the appointment was purely on temporary basis.

The representative for the management has further urged that this workman alongwith few others were appointed solely for the specific purpose for a Mess open for Russian Specialist who were attached to 510 Army Base Workshop on deputation for a special task. Since the work of the nature was completed and the Russian Specialists left the country simultaneously and services of these workman who were employed specially for them were not required. Hence they were relieved. The workman representative has urged that persual of Annexure 4, 5, and 6 that no purpose of the appointment was mentioned therein but it does not give the management the power to violate his mandatory provisions of law which includes payment of retrenchment compensation one month notice or notice pay in lieu thereof etc. The Officer mess was not separated and had no distinct activity. The workman were retrenched and it was not the proved case of closure.

5 After having gone through the points urged before me by the representatives for the parties, I am of the opinion that there is no denying fact as proved from the annexures filed by the management which is part of the defence services of the Government of India that U.S.S.R. Specialist had come to Meerut Cantt. and some staff for them was required. It was made clear by the Government of India as well as by the appointment Authority that the employees were being recruited only for services to be rendered to this Unit of USSR specialist. The nature of the job of these people was also like Masalhi, Cook, Gardner Waiter etc. They were engaged for specific period and were not entitled to even leave. As their appointment was on daily basis which is recorded as nerrick rates of pay in the Appendix attached in the terms and conditions in respect of these candidates it was recorded that there was no likelihood of the appointment being extended or converted to any other type of appointment. The terms and conditions were recorded in letter dated 20th July, 1990 and as a part of the defence services the workmen were told that their services would no longer be extended beyond the period of their appointment. He also admitted the receipt of letter dated 23-7-90 and accepted the offer of appointment on the terms stated therein. In view of this situation I am of the opinion that since the workman was employed alongwith his other colleagues whose reference have also been received, specifically for the purpose of assisting the U.S.S.R. Specialists for the task entrusted to them and with the completion of the task. The services of these employees were no longer required. It was a clear cut case of closure as the workmen were employed only for a fixed period on daily basis for specific purpose for helping those specialists. The action of the management in this

case in my opinion was fully justified. However, parties are left to bear their own costs.

21-11-96

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1996

का.आ. 115—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 510 आर्मी बेस वर्कशॉप के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-96 को प्राप्त हुआ था।

[सं. एल-14012/21/93-आईआर (डीयू)]
के.वी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 27 December, 1996

S.O. 115.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of 510 Army Base Workshop and their workman, which was received by the Central Government on 26/12/96.

[No.L-14012/21/93 IR(DU)]

K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : NEW DELHI

I.D.No. 76/94

In the matter of dispute between :
Shri Vinod Kumar s/o Sri Kirno Singh
C/o Sri N.K.Verma,
378/8, Subhash Nagar, Meerut.

Versus

510 Army Base Workshop,
through its Commandant,
Meerut Cantt.

APPEARANCES : Shri K.K. Kumar on behalf of
Shri N.K.Verma for the workman,
Shri V.S. Krishnan for the
Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No.L-14012/21/93-I.R.(D.U.) dated 12/17.8.94 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of 510 Army Base Workshop in terminating the services of Shri Vinod Kumar s/o Sri Kirno Singh, Safaiwala w.e.f. 21.3.92 is legal and justified? If not, what relief the workman concerned is entitled to?”

2. The facts of the dispute as stated in the claim petition are that the management is a Unit of Union of India Ministry of Defence duly registered under the provisions of the Factories Act, 1948. It is incorporated in trade and business of manufacturing and repairing of defence equipment and other articles which were used by the defence forces of India as well as civilians. The management employed number of employees on various posts of different categories and the work was being carried out in an organised and systematic pattern. The workman was employed against substantial post of permanent and regular nature on daily wages rates w.e.f. 23.4.90 vide appointment Order No.20301/NR/Emp. Cell dated 21st April, 1990. The work and conduct of the workman had been found satisfactory for a period of more than 240 days continuously. Less wages were paid to him during the course of employment than the minimum wages prescribed by the appropriate Government. The workman demanded minimum wages and the management did not relish hence they terminated the services of the workman w.e.f. 31.3.92 which was in violation of the provisions of the Industrial Disputes Act and the action of the Management was unfair unreasonable and opposed to public policy. Hence this reference,

3. The Management in its written statement alleged that the workman was employed on daily wages. They were employed for providing assistance/services to foreigners accommodated in the Officers Mess of 510 Army Base Workshop who have since finished their task and left the country. The Management is not an “Industry” as Govt. of India Ministry of Defence has written to the Management their last letter dated 13.1.92. The present workman was employed as Safaiwala on daily rate basis.

4. The Management examined Atamjit Singh MW1 while the workman himself appeared as WW1. I have heard representatives for the parties and have gone through the record. The representative for the management has referred to the appointment letter and the other annexures attached with the written statement wherein the workman was employed only daily basis and on a purely temporary post. It was also stated in the letter containing terms and conditions that there was no likelihood of the appoint-

ment being extended or converted to any other type of appointment. No leave was admissible as the appointment was purely on temporary basis. The representative for the management has further urged that this workman alongwith few others were appointed solely for the specific purpose for a Mess open for Russian Specialist list who were attached to 510 Army Base Workshop on deputation for a special task. Since the work of the nature was completed and the Russian Specialists left the country simultaneously and services of these workmen who were employed specially for them were not required. Hence they were relieved. The workman representative has urged that perusal of Annexure 4, 5, and 6 that no purpose of the appointment was mentioned therein but it does not give the management the power to violate his mandatory provisions of law which includes payment of retrenchment compensation, one month notice or notice pay in lieu thereof etc. The Officer mess was not separated and has no distinct activity. The workman were retrenched and it was not the proved case of closure.

5. After having gone through the points-urged before me by the representatives for the parties. I am of the opinion that there is no denying fact as proved from the annexure filed by the management which is part of the defence services of the Government of India that U.S.S.R. Specialist had come to Meerut Cantt and some staff for them was require. It was made clear by the Government of India as well as by the appointment Authority that the employees were being recruited only for services to be rendered to this Unit of USSR-specialist. The nature of the job of these people was also like Masalchi, cook, Gardner Waiter etc. They were engaged for specific period and were not entitled to even leave. As their appointment was daily basis which is recorded as meretric rates of pay in the Appendix attached in the terms and conditions in respect of these candidates it was recorded that there was no likelihood of the appointment being extended or converted to any other type of appointment. The terms and conditions were recorded in letter dated 21st April, 1990 and as part of the defence services the workman were told that their services would no longer be extended beyond the period of their appointment. He also admitted the receipt of letter dated 23.4.90 and accepted the offer of appointment on the terms stated therein. In view of this situation I am of the opinion that since the work

man was employed alongwith his other colleagues whose reference have also been received, specified for the purpose of assisting the U.S.S.R. Specialists for the task entrusted to them and with the completion of the said task. The services of these employees were no longer or required. It was a clear cut case of closure as the workman were employed only for a fixed period on daily basis for specific purpose for holding those specialists. The action of the management in this case in my opinion was fully justified. However, parties are left to bear their own costs.

21st November, 1996.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1996

का.आ. 116—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईनेल्स डिपो मद्रास के प्रबंधन के संबंध नियो-जकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-96 को प्राप्त हुआ था।

[सं. एल-14012/10/90-आई आर (डीयू), 14012/12/90-आई आर (डीयू), 14012/13/90-आई आर (डीयू), 14012/14/90-आई आर (डीयू), 14012/15/90-आई आर (डीयू), 14012/16/90-आई आर (डीयू), 14012/17/90-आई आर (डीयू), 14012/18/90-आई आर (डीयू)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 27th December, 1996

S.O. 116.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government publishes the award of the Industrial Tribunal Madras as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Ordnance Depot, Madras and their workman, which was received by the Central Government on 27-12-1996.

[No. L-14012/10/90.IR(DU)]

[No. L-14012/12/90.IR(DU)]

[No. L-14012/13/90.IR(DU)]

[No. L-14012/14/90.IR(DU)]

[No. L-14012/15/90.IR(DU)]

[No. L-14012/16/90.IR(DU)]

[No. L-14012/17/90.IR(DU)]

[No. L-14012/18/90.IR(DU)]

K.V.B. UNNY, Desk Officer

ANNEXURE
BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL
NADU MADRAS

Friday, the 20th day of September, 1996
PRESENT :

THIRU S. THANGARAJ, B.Sc., L.L.B. Industrial Tribunal.

INDUSTRIAL DISPUTE NOS. 31 of 1994, 32 of 1994, 43 of 1994 to 46/1994, 60 of 1994 and 61 of 1994

BETWEEN

Thiruvallargal

1. A Selvam (In I. D. 32/94) C/o. Thiru T. Fenn Walter, Advocate, No. 161, Thambu Chetty St. II Floor, Madras—600001.
2. D. Chandrakanth (In I.D. 32/94) C/o Thiru T. Fenn Walter, Advocate, No. 161, Thambu Chetty St. II Floor, Madras. 600001.
3. D. Krishnamoorthy (In I.D. 43/94) C/o. Thiru T. Fenn Walter, Advocate, No. 161, Thambu Chetty St. II Floor, Madras. 600001.
4. G. Murali (In I.D. 44/94) C/o. Thiru T. Fenn Walter, Advocate, No. 161, Thambu Chetty St. II Floor, Madras. 600001.
5. P. Sitamma (In I.D. 45/94) C/o. Thiru T. Fenn Walter, Advocate, No. 161, Thambu Chetty St. II Floor, Madras. 600001.
6. S. Thangavelu (In I. D. 46/94) C/o. Thiru T. Fenn Walter, Advocate, No. 161, Thambu Chetty St. II Floor, Madras. 600001.
7. D. Kondaiah (In I.D. 60/94) C/o Thiru T. Fenn Walter, Advocate, No. 161, Thambu Chetty St. II Floor, Madras. 600001.
8. S. Sunandamma (In I.D. 61/94) C/o. Thiru T. Fenn Walter, Advocate, No. 161, Thambu Chetty St. II Floor, Madras. 600001.

AND

The Commandant,
 Ordnance Depot, Avati,
 IAF Post, Madras—600053.

REFERENCE :

- Order No. L-14012/10/90-IR(DU), dt. 10-2-94.
 Ministry of Labour Government of India
 (In I.D. No. 31/94).
- Order No. L-14012/13/90-IR(DU), dt. 10-2-94.
 Ministry of Labour Government of India
 (In I.D. No. 32/94).
- Order No. L-14012/14/90-IR(DU), dt. 23-2-94.
 Ministry of Labour Government of India
 (In I.D. 43/94).
- Order No. L-14012/15/90-IR(DU), dt. 23-2-94.
 Ministry of Labour Government of India
 (In I.D. No. 44/94).

Order No. L-14012/14/90-IR(DU), dt. 23-2-94.
 Ministry of Labour Government of India
 (In I.D. No. 45/94).

Order No. L-14012/18/90-IR(DU), dt. 23-2-94.
 Ministry of Labour Government of India
 (In I.D. No. 46/94).

Order No. L-14012/16/90-IR(DU), dt. 23-2-94.
 Ministry of Labour Government of India
 (In I. D. No. 60/94).

Order No. L-14012/17/90-IR(DU), dt. 23-2-94.
 Ministry of Labour Government of India
 (In I.D. No. 61/94).

This dispute coming on for final hearing on Friday, the 30th day of August, 1996, upon perusing the reference, claim and Counter statements and all other material papers on record and upon hearing the arguments of Thiruvallargal T. Fenn Walter and W. Fredrick Castro, authorised representatives for the workmen and of Thiru S. Srinivasan Additional Standing Government Counsel, appearing for the management, and these disputes having stood over till this day for consideration, this Tribunal passed the following common

AWARD

I.D. 31/94

Government of India, vide their Order No. L-14012/10/90-IR(DU), dt. 10-2-94, have referred this dispute to this Tribunal for adjudication.
I.D. 32/94

Government of India, vide their Order No. L-14012/13/90-IR(DU), dt. 10-2-94, have referred this dispute to this Tribunal for adjudication.
I.D. 43/94

Government of India, vide their Order No. L-14012/12/90-IR(DU), dt. 23-2-94, have referred this dispute to this Tribunal for adjudication.
I.D. 44/94

Government of India, vide their Order No. L-14012/15/90-IR(DU), dt. 23-2-94, have referred this dispute to this Tribunal for adjudication.
I.D. 45/94

Government of India, vide their Order No. L-14012/14/90-IR(DU), dt. 23-2-94, have referred this dispute to this Tribunal for adjudication.
I.D. 46/94

Government of India, vide their Order No. L-14012/18/90-IR(DU), dt. 23-2-94, have referred this dispute to this Tribunal for adjudication.
I.D. 60/94

Government of India, vide their Order No. L-14012/16/90-IR(DU), dt. 23-2-94, have referred this dispute to this Tribunal for adjudication.
I.D. 61/94

Government of India, vide their Order No. L-14012/17/90-IR(DU), dt. 23-2-94, have referred this dispute to this Tribunal for adjudication.

2. In all these references, the following common issue has to be adjudicated.

"Whether the action of the management of Ordnance Depot Avadi, in terminating the services of their workmen (petitioners herein) is justified? If not, what relief the workmen concerned are entitled to?"

3. On receipt of notices, both the petitioners and the respondents appeared before this Tribunal. The petitioners have filed separate claim statements and respondents have filed separate counter statements in everyone of the petition.

4. The main averments found in the claim statement filed by the petitioners are as follows :—The petitioner in I.D. No. 44/94 by name Murali entered into the service of the first respondent on 19-10-1987 and all other petitioners entered into service on 20-10-1987. Services of the petitioner in I.D. 60/94 by name Kondaiah was terminated on 14-2-1989 and the services of all other petitioners were terminated on 8-5-1989. The petitioners were engaged as Washerman, Barber, Cook and Sweeper. The first respondent is an industry and the petitioners are workmen within the definition of Section 2(s) of the I.D. Act, 1947. The petitioners were working continuously and without break in their perspective services as defined under Sec. 25B of the I.D. Act,

1947 and they were paid on monthly basis. The petitioners were treated as permanent employees and they had the bonafide impression as if they were employed permanently. The petitioners were retrenched from services on and from 8-5-1989. The petitioners were not issued with any notice of retrenchment, retrenchment compensation or notice pay and hence the retrenchment was in contravention of Sec. 25-F of the I.D. Act, 1947. The respondents have not obtained any permission from the appropriate authority in conformity with Sec. 25(g) of the I.D. Act, 1947 for the retrenchment and hence the order of retrenchment is illegal. The respondents are under public utility services. Some of the juniors of the petitioners were retained in service and the retrenchment of the petitioners in nothing but a discrimination and in contravention of Sec. 25(g) of the I.D. Act, 1947 and the Rules framed thereunder. No opportunity was granted to the petitioners before the retrenchment and the same was in violation of principles of natural justice. All the petitioners except petitioner in I.D. No. 43/94 were drawing a monthly salary of Rs. 650 each, whereas the petitioner in I.D. 43/94 was drawing a monthly salary of Rs. 950. The termination of the services of the petitioners are unjust, improper and illegal. The petitioners may be reinstated with continuity of service, full back wages and all other attendant benefits.

5. The main averments found in the counter filed by the respondent are as follows:—The petitioners were engaged in different spell of periods and they were not engaged 240 days in any of the 12 consecutive months. The petitioners were engaged to provide basic facilities like messing, accommodation etc. to the troops of the unit lines and they never worked within the depot premises of the respondent. The petitioners were engaged on casual basis and they were paid wages out of miscellaneous budget

and not from the regular pay and allowances budget. Petitioners were not granted and periodical annual increment or service benefits like leave, medical reimbursement etc. The petitioners were not workmen as defined in Industrial Disputes Act, 1947. There was a complete ban on recruitment since 1-1-84 by Government of India. To terminate the services of the petitioners the respondent need not obtain any permission u/s. 25N of the I.D. Act. Hence the petitions are not maintainable and they may be dismissed.

6. One witness was examined on the side of the petitioners and Exs. W-1 to W-16 have been marked. One witness was examined on the side of the respondent and Exs. M.1 to M.5 have been marked.

7. The only point for our consideration in these disputes is :

"Whether the action of the management of Ordnance Depot, Avadi, in terminating the services of their workmen (petitioners herein) is justified? If not, what relief the workmen concerned are entitled to?"

8. The Point : The petitioners in these 8 disputes were individually appointed by the Chief Ordnance Officers by individual appointment orders on daily wages. They were appointed as Barber, dhobi, safaiwala, and cook. Ex. W-1 to W-5 are the appointment orders in respect of 5 of the workmen herein. Exs. W-6 to W-11 are the certificates issued by the Quarter Master, Ordnance Depot, Avadi to 6 of the workmen herein. There is no dispute that the respondent is an industry and the petitioners are workmen. The main contention on the side of the respondent was that the petitioners never worked within the respondent's depot premises and that they were engaged on casual basis, that they were paid daily wages out of miscellaneous budget and not from regular pay and allowances budget that they were not granted any annual increment or service benefits like leave medical reimbursement etc. The appointment of these petitioners as casual labourers is not denied. However, the main denial was that they were appointed as casuals and they never enjoyed the benefits extended to the other workmen employed in similar capacity in Ordnance Depot. The contention of the respondent that they did not work in respondent's depot premises cannot be accepted for the simple reason that Ex. W-1 to W-5 appointment orders have been issued by Chief Ordnance Officer, of the Kondriva Garhi Depot, Central Vehicle Depot, Avadi, Madras. Further Exs. W-6 to W-11 certificates were issued by an official in the rank of Major, Quarter Master, Ordnance Depot, Avadi wherein it was admitted that 6 of these petitioners have worked in the establishment. In Ex. W-1 to W-6, the seal of the Ordnance Depot, Avadi, with official emblem of the Indian Army is found. So, it is futile to contend that they were not employed by the Ordnance Depot.

9. They were engaged on casual basis, is the admitted case of the workmen also. The workmen never contended that they were employed either on regular or permanent basis. For the recruitment of cooks, safaiwala, and dhobbi one Officer in the rank of

Brigadier Commander has signed. However, Ex. M.2 orders show that the services of these workmen were terminated and there and were employed again. From these documents it is clear that it has been the regular affair of termination and re-employment. Such action taken by the management cannot take away the rights of the workmen. The management has filed separate counter statements in each one of these disputes wherein they have admitted that except workman by name Kondiah concerned in I.D. 60/94, who has worked for 324 days in the year 1988, all others have uniformly worked for 357 days in the year 1988. So, it is clear that as per the admission of the management, all these workmen had worked for more than 240 days in the year 1988. In *Mohan Lal vs. Bharat Electronics Ltd.*, (1981 II LLJ p 70) our Apex Court held;

"Section 25B(i) provides a deeming fiction in that where a workman is in service for a certain period, he shall be deemed to be in continuous service for that period even if service is interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lockout or a cessation of work which is not due to any fault on the part of the workman. Sub. Sec. 2 incorporates another fiction whereby a workman shall be deemed to be in continuous service under an employer for a of one year or six months, as the case may be if the workman during the period of 12 calendar months just preceding the date with reference to which calculation is to be made, has actually worked for not less than 240 days. Sub-section (2) specifically comprehends situation where a workman is not in continuous service as per the deeming fiction in sub-section (1). In such case, he is deemed to be in continuous service for a period of one year, if he satisfied in CL (a) of Sub-section (2)."

The above ruling of our Supreme Court will further strengthen this contention. If the services of such workmen those who had worked for more than 240 days had to be terminated, it should have been done in accordance with the provisions of the I.D. Act, 1947. The management contend that they were not employed as per Rules and therefore, they cannot be engaged thereafter. In the *President, Srirangam Co-operative Bank Ltd., vs. The Presiding Officer, Labour Court, Madurai* (1966 II LLJ P 216) our High Court held.

"The said Section (Section 25F) does not make any difference whether the appointment has been made in accordance with law or not. Expression used in that Section is, 'workmen employed in any industry who has been in continuous service for not less than one year under an employer.' Therefore the factum of employment is relevant and not the legality of otherwise of it."

From the section it is clear that management cannot contend that these workmen were not employed as per rules. They are not allowed to contend that

they were employed casually for intermittent periods and therefore they cannot claim any benefits. When it is clear from the counter statements filed by the management that every one of these 8 workmen had worked more than 240 days in the year 1988, if they were to be retrenched the provisions of Sec. 25F of the I.D. Act should have been followed by the management. However the management has failed to follow Sec. 25F of the I.D. Act. My attention was also drawn to another latest decision of our High Court in W.P. Nos. 9679/89 and WMPs 13876 of 1989 and 1195 of 1991 dated 10-6-1996 in *Director of Small Industries Service Institute vs. Ms. Mintaz Banu & Anr.* In the said decision, our High Court held:

"Further after referring to the decisions of the Supreme Court in *Santosh Gupta vs. State Bank of India* (1980 II LLJ P. 72) *Punjab Land Development & Reclamation Corporation Ltd. etc. vs. Presiding Officer, Labour Court, Chandigarh & others* (1990 II LLJ p. 70) and a decision of the Rajasthan High Court in *P. D. Jat vs. Alwar Samakar Bhumi Vikas Bank Ltd., & others*, (1991 II LLJ p. 130) the Division Bench held thus ;

"Thus it is clear from the aforesaid decisions and more specifically the two decisions of the Supreme Court referred to above that the nature of employment, namely whether legally made or not or an irregular appointment or an appointment by a person not competent to appoint would not be a ground to refuse to follow the provisions contained in Section 25-F of the Act." Therefore we hold the services either temporary or adhoc could not have been terminated without following procedure prescribed under Section 25F of the Act."

From the decision of our High Court, it is clear that irrespective of the appointment, when the worker was employee for the period prescribed under law, the management cannot refuse to follow the provisions contained in Sec. 25F of the I.D. Act. Herein the management has not followed the provisions of Sec. 25-F of the I.D. Act. The reason that they were not engaged under the regular pay and allowances budget that they were not granted annual increment or service benefits like leave, medical reimbursement etc. cannot be taken as grounds for their failure to follow the provisions of Sec. 25-F of the Act. When the petitioners had worked for more than 240 days in the year 1988, the management should have followed the procedure laid down under law for terminating their services. When once the management has not followed the procedure prescribed under law, the termination becomes invalid.

10. It was argued on the side of the respondent that the petitioners were engaged for IPKF operation and on the withdrawal of the said operation, petitioners had no work with the respondent. The said plea has not been raised in the counter statements filed by the management. No document has been filed to show that these petitioners were engaged for IPKF operation. On the contrary their appointment orders

and the certificates marked as Exs. W-1 to W-11 and the proposal to engage Cooks, Safaiwala, barbers and dhobhis were taken by the competent Military authority in the rank of Brigadier and all the orders, specially the order dated 4-8-1988 passed by one Santosh Singh Brigadier Commander shows that the appointment was made in Ordnance Depot, Avadi, on casual basis. Ex. M.1 contains six orders passed by the competent authorities for the employment of Cooks, safaiwala, Barbars and Dhobhis. It is too late for the respondent to contend that the workmen were employed for the IPKF operation. MW1 has stated that these petitioners were employed for the purpose of IPKF operation. However, any amount of evidence without pleading cannot be looked into. In these circumstances, the reason assigned by the respondent for the first time before this Tribunal during the evidence of MW1 cannot be accepted. There is neither plea nor any documentary evidence in support of the said contention.

10. From the foregoing reasons, it is clear that the termination of services of all these 8 petitioners is invalid in law and they are deemed to be in continuous service. The order of High Court in W.P. No. 9579/89 and WMPs 13876/89 and 1195/91 dt. 10-6-96 (referred above) clearly lays down that in such a contingency the workmen are entitled for full back wages. Therefore, the action of the management of Ordnance Depot, Avadi in terminating the services of these 8 petitioners are not justified. The workmen are entitled to reinstatement with continuity of service, and full back wages.

In the result an award is passed in I. D. Nos. 31/94 32/94, 43/94, 45/94, 46/94, 60/94 and 61/94 for rehinstatement of workmen with continuity of service and full back wages. No costs.

Dated, this the 20th day of September, 1996.

S. THANGARJ, Industrial Tribunal

WITNESSES EXAMINED

For Workmen :

W.W. 1 : Thiru D. Chandrakanth

For Management :

M.W. 1 : Captain Ramachandran

DOCUMENTS MARKED

For Workmen :

Ex. W-1/20-10-87 : Appointment Order issued to Th. D. Chandrakanth.

Ex. W-2/20-10-87 : Appointment Order issued to S. Thangavelu as dhobi.

Ex. W-3/20-10-87 : Appointment Order issued to P. Seethamma as safaiwala.

Ex. W-4-20-10-87 : Appointment Order issued to A. Selvam as dhobi.

Ex. W-5/18-10-87 : Appointment Order issued to G. Murali as barbar.

Ex. W-6/15-5-89 : Service Certificate issued to Th. D. Chandrakanth.

Ex. W-7/15-5-89 : Service Certificate issued to S. Thangavelu.

Ex. W-8/15-5-89 : Service Certificate issued to G. Murali.

Ex. W-9/15-5-89 : Service Certificate issued to A. Selvam.

Ex. W-10/15-5-89 : Service Certificate issued to Tmt. Seethamma.

Ex. W-11/15-5-89 : Service Certificate issued to Tmt. Sunandamma.

Ex. W-12/1-9-81 : Identity card issued to Th. S. Thangavelu (Xerox copy).

Ex. W-13/1-10-82 : Identity card issued to P. Seethamma (Xerox copy).

Ex. W-14/10-9-86 : Identity card issued to G. Murali (Xerox copy).

Ex. W-15/18-4-86 : Identity card issued to A. Selvam (Xerox copy).

Ex. W-16-12-82 : Identity card issued to Tmt. Sundandamma (Xerox copy).

For Management :

Ex. M. 1/ : Sanction letters of Commander TN & K Sub-Area, Appointment on daily wages (Xerox copy).

Ex. M-2/ : Daily orders Part-II—Appointment on daily wages (Xerox copy).

Ex. M-3/31-1-96 : Govt. of India, Ministry of Defence letter regarding terms and conditions of service of casual employees (Xerox copy).

Ex. M-4/ : Grant of temporary status to casual workers (Xerox copy).

Ex. M-5/12-7-94 : Office Memorandum from Ministry of Personnel, Public Grievances and Pensions, Govt. of India, regarding grant of temporary status & regularisation of casual workers. (Xerox copy).

Sd/- S.T.

I.T.

नई दिल्ली, 27 दिसम्बर, 1996

का.आ. 117—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बम्बई पोर्ट ट्रस्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1, बम्बई के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-96 को प्राप्त हुआ था।

[सं. एल-31012/5/95-आईआर (विविध) पार्ट-I तथा-II]
के.वी.बी. उष्णी, डैस्क अधिकारी

New Delhi, the 27th December, 1996

S.O. 117.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workmen, which was received by the Central Government.

[No. L-31012/5/95-IR (Misc. Part I & II)]

K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.

REFERENCE NO. CGIT-1/37 OF 1995

PARTIES :

Employers in relation to the management of
Bombay Port Trust.

And

Their Workmen.

APPEARANCES :

For the Management : Shri M.B. Anchan,
Advocate.

For the Workman : Shri Jaiprakash Sawant,
Advocate

INDUSTRY : Ports & Docks.

STATE : Maharashtra.

Mumbai, dated the 24th day of June, 1996

AWARD (Part I)

Shri M.B. Anchan for management. Shri
Jai Prakash Sawant for union. Heard.

2. In this case, a domestic enquiry was held against the workman and in consequence of such enquiry, the workman was punished.

3. The preliminary point which needs to be adjudicated at this stage is if the enquiry held against the workman was not legal, fair and proper.

4. The first and foremost contention of Shri Sawant is that in this case, an outsider, not an Officer of the B.P.T. was appointed an Enquiry Authority. It is contended that only an authority serving under the B.P.T. could have been appointed an enquiry authority. Reliance has been placed in this connection by Mr. J. P. Sawant on a decision of the Orissa High Court reported in 1992 Lab. I.C. 2012 Shilakishore Pattnaik vs. Chief Engineer Paradip Port Trust and another. As against this, Shri M. B. Anchan urges that the Orissa High Court misconstrued the relevant provision altogether, without examining the scheme of the Regulations, which are admittedly in pari materia applicable to the present workman. He has cited The Labour and Industrial Cases 1971

page 1 in support of the proposition that an outsider can always be appointed an 'enquiry authority'. To this, Shri Sawant counters by saying that this ruling had no occasion to consider the Regulations, which govern the case and hence the decision of the Orissa High Court, should be taken to have correctly interpreted the appropriate Regulation.

5. I may state at the outset that the Regulations which were subject matter of interpretation by the Orissa High Court are in pari materia with the Regulations applicable to the present case. This is also correct that the Supreme Court had no occasion to consider the Regulations in the case cited before me.

6. However, dehors the Regulations, it can be safely held that an outsider can be appointed 'enquiry authority' unless of course there is a provision prohibiting appointment of an outsider, either directly or by necessary implication. In M/s. Dalmia Dadri Cement Ltd. 1971 Lab. I.C. 1, the principle that an outsider may be validly appointed as 'enquiry authority', has been categorically accepted.

7. Now coming to the Regulations in question, I find that there is no provision prohibiting appointment of an outsider as an Enquiry Authority. I have carefully gone through the Orissa authority and I am of the humble opinion, with respects to their Lordships of the Orissa High Court, that it does not lay down the correct law. The relevant clause (2) of Regulation 12, which was applicable to Orissa case and is equally applicable to the present case, being identical in language reads as follows :

"Whenever the disciplinary authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehaviour against an employee, it may itself inquire, or appoint under this regulation an authority to inquire into the truth thereof." (emphasis mine).

Their Lordships construed that this provision required that an authority of the Trust itself could be appointed to make an inquiry and not an outsider. In my humble opinion, this regulation did not specify as to who shall be appointed as authority to enquire. It only meant to convey that an 'authority to enquire' was required to be appointed. Thus, an 'authority to enquire' was a phrase, not describing as to who could be appointed, but describing what was to be appointed. Thus, authority in the said phrase, could not have been read distinctively but ought to have been read conjunctively, describing for what purpose, an appointment was to be made.

8. Now, this Regulation has used the expression 'Enquiry Authority' at numerous places. By virtue of appointment, an enquiry officer, even though an outsider, gets clothed with certain powers and certain authority, conferred by the various provisions of the Regulations, Regulation 12 in its entirety deals with the powers of such an authority.

9. In para 4 of their judgment, their Lordships considered that authority in their opinion 'means a

person deriving power from office on character or prestige. It means a person or body exercising a power or having a legal right and command to be obeyed. Since they took a disjunctive view of the word 'authority', they were led to take the view that an outsider could not be appointed. Actually, while taking a conjunctive view of the entire phrase, it is clear that what was contemplated was appointment of an 'enquiry authority' and not appointment of some authority to enquire into the charges. Hence, I am with utmost respect unable to subscribe to the view that an outsider could not be appointed. Hence, this contention of the union fails.

10. The other contention that the workman had been acquitted and hence enquiry was vitiated, is also not correct. It depends upon facts of each individual case whether exoneration in criminal case, would per se vitiate the enquiry.

11. The next contention of Mr. Sawant was that there was some short payment of subsistence allowance and this vitiated the enquiry. Reliance was placed upon 1986 Lab I.C. 879 F.F. Solanki. I have gone through the said decision. In that case, the subsistence allowance had not been paid at all and it was observed :

"And if no amount is paid during the pendency of such an application it has to be held that the workman concerned has been denied a reasonable opportunity to defend himself."

12. In my opinion, a case of slight short payment can not be equated with non-payment of subsistence allowance, which may go to vitiate an enquiry. Hence, I hold that the enquiry is valid, proper and fair.

13. However, in view of dictum of Bombay High Court in E. Merc (I) Ltd. Bombay 1991 II CLR 73 (81), the following questions have still to be adjudicated upon :

- (i) Whether the charge of the misconduct levelled against the workman is proved to the satisfaction of the Tribunal by acceptable evidence ?
- (ii) Whether the punishment inflicted on the workman is justified.

14. Put up the matter for arguments on the two points on 26-8-1996. The original record of enquiry be kept present in the Tribunal on the said date (Twenty Sixth August).

R. S. VERMA, Presiding Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NO. 1,

MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.

REFERENCE NO. CGIT-1/37 OF 1995...

PARTIES :

Employers in relation to the management of
Bombay Port Trust.

And

Their workmen.

APPEARANCES :

For the Management—Shri M.B. Anchan,
Advocate.

For the Workman.—Shri Jaiprakash Sawant,
Advocate.

STATE—Maharashtra.

Mumbai, dated the 22nd day of November, 1996

AWARD (Part II)

The appropriate Government has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Bombay Port Trust in imposing the punishment of reduction from his officiating post of Asstt. Shed Superintendent to the post of Clerk Grade I for a period of two years with reduction of his pay from Rs. 2010/- in the higher scale to s. 1980/- in the lower scale on Shri Harishchandra Munshilal is justified ? If not, to what relief the workman is entitled ?"

2. Admittedly, the workman Shri Harishchandra Munshilal was officiating as Assistant Shed Superintendent, Docks Department Bombay Port Trust at the relevant time and was posted at the yellow gate of B.P.T.

3. A domestic enquiry was conducted against the workman on the following articles of charge :

"ARTICLE OF CHARGE AGAINST SHRI HARISH CHANDRA MUNSHILAL, OFFG. ASSISTANT SHED SUPERINTENDENT, DOCKS DEPARTMENT, BOMBAY PORT TRUST.

Shri Harish Chandra Munshilal, Offg. Assistant Shed Superintendent, Docks Department, Bombay Port Trust, while functioning as Gate Assistant posted at Yellow Gate, Prince's Docks, Bombay Port Trust on 16/17th October, 1992 committed the gross misconduct inasmuch as he collected illegal gratifications in the form of 'speed money' from various Cleaners/Transporters who were passing through the afore-said BPT Gate.

The aforesaid action on the part of Shri Harish Chandra Munshilal clearly show that while functioning as such he did not maintain absolute integrity and devotion to duty and acted in a manner prejudicial to the interest of the BPT is violation of Regulation 3(1A)(i) and (ix) of the Bombay Port Trust Employees (Conduct) Regulations, 1976, rendering himself liable

to be proceeded departmentally under Regulations 8 and 11 read with Regulations 12 and 13 of the Bombay Port Trust Employees (Classification, Control and Appeal) Regulations, 1976.

Bombay, dated this 14th day of January 1995."

4. The Enquiry Officer, after a due and proper enquiry held the charge proved vide enquiry report dated 22-9-1993 in the following terms :

"The charge levelled against M.H. Shah and H.C. Munshilal stands proved. However, since it is established that neither of them had demanded any illegal gratification, but had merely accepted whatever amount that was passed on, it can safely be assumed that these two employees were the victims of the dangerous and unfair practice that has been established by the transporters. Further, I would like to take this opportunity to suggest to the Port Trust authorities as well as to the Employees Union to impress upon all the employees the dangers involved in the practice of perfunctory checking of outgoing and incoming vehicles for a paltry amount and thereby exposing the nation to great security hazards."

5. The Disciplinary Authority concerned with the aforesaid finding of the Enquiry Officer and issued due show cause notice to the workman in the following terms :

"Under Regulation 13(4) of the Bombay Port Trust Employees (Classification, Control and Appeal) Regulations, 1976 notice is hereby given to Shri H.C. Munshilal, Clerk, Grade 1, Docks Department, that it is proposed to impose on him with immediate effect, the penalty of reducing his officiating post of Assistant Shed Superintendent in the scale of Rs. 1240-50-1590-60-2070-70-2560 to the post of Clerk Grade I in the scale of Rs. 1220-50-1620-60-2220 for a period of two years. During the period of penalty, his pay will be lowered to the stage of Rs. 1980 (1220-50-1620-60-2220) from the stage of Rs. 2010/- (1240-50-1590-60-2070-70-2560). It is also proposed that Shri H.C. Munshilal will not earn increments of pay during the period of penalty and on expiry of the period of penalty, the reduction will have the effect of postponing the future increments of his pay after restoration to the original post. Shri H.C. Munshilal is hereby called upon to submit within 15 days from the date of receipt of this memo, such representation as he may wish to make on the proposed penalty as mentioned above on the basis of evidence adduced during the enquiry. If no representation is submitted within the period specified, it will be presumed that Shri Munshilal has no representation to make and the proposed penalty will be imposed upon him without further reference to him."

6. The workman filed a representation dated 5th November, 1993 against the said proposed penalty.

7. The said representation was considered by the Disciplinary Authority. He also gave a personal hearing to the workman. Eventually by a detailed and reasoned order dated (not legible) the Disciplinary Authority passed the following order :

"I, Dinesh Afzulpurkar, Chairman, Bombay Port Trust, in exercise of the powers vested under Regulation 13(4)(iii) of the Bombay Port Trust Employees (Classification, Control and Appeal) Regulations, 1976, do hereby order that Shri H.C. Munshilal be imposed with immediate effect the penalty of reduction in his officiating post of Assistant Shed Superintendent in the scale of Rs. 1240-50-2590-60-2070-70-2560 to the post of Clerk Grade I in the scale of Rs. 1220-50-1620-60-2220 for a period of two years. During the period of penalty, his pay will be lowered to the stage of Rs. 1980/- (1220-50-1620-60-2220) from the stage of Rs. 2010/- (1240-50-1590-60-2070-70-2560). Shri Munshilal will not earn any increment during the period of penalty and on expiry of the period of penalty, the reduction will have the effect of postponing the future increments of his pay after restoration to the original post.

Further the order bearing No. ZE/35-80/10354 of 92-93 dated 18th December, 1992 placing Shri H.C. Munshilal under suspension is hereby revoked with immediate effect. Shri Munshilal is, therefore, directed to resume duty immediately. The period of suspension of Shri Munshilal will be treated as such with all its consequences.

A copy of this order may be placed on the CR dossiers of Shri H.C. Munshilal."

8. Aggrieved by the said order, the Bombay Port Trust Employees Union, raised an industrial dispute which was admitted in conciliation. The conciliation proceedings failed and eventually the appropriate Government, referred the dispute as aforesaid to this Tribunal for adjudication.

9. The Union filed its written statement of claim on 28-12-1995. Inter alia pleading that the domestic enquiry held against the workman was not legal, fair and proper.

10. This question was adjudicated by me vide Part I Award dated 24th June, 1996 whereby I repelled the contentions of the union and found that the enquiry held against the workman was valid, proper and fair.

11. Now, on the pleadings of the parties, the following questions survive for consideration of the Tribunal :

(i) Whether the charge of the misconduct levelled against the workman is proved to the satisfaction of the Tribunal by acceptable evidence ?

(ii) Whether the punishment inflicted on the workman is justified?"

12. I have heard the learned representatives of the parties and have perused their written submissions and have gone through the evidence adduced before the Enquiry Officer.

13. The case of the department, as unfolded by FIR dated 19-12-92 is that the CBI received information to the effect that the B.P.T. employees, posted at Yellow Gate, Princess Dock B.P.T. were illegally collecting 'speed money' from the Truck Cleaners/Transporter, Custom House agent at the time of entry of Trucks, entering inside the gate and out of the gate. Upon receiving this information, a joint express check was conducted by C.B.I. Authorities on 16-10-92 at 21.5 Hrs. at the Yellow Gate and among other persons, Shri Harishchandra Munshilal was seen throwing away a currency note of denomination of Rs. 20 which he had accepted from M.M. Bhanushali of M/s. Ankleshwar Golden Transport, Bombay for clearing Lorry No. MLR 6779. During the said raid the concerned cleaners, Home agents and Transports admitted that they were required to pay this sort of speed money to B.P.T. staff to avoid detention of goods. It was also unfolded in the FIR that a Panchnama had been prepared on the spot on 16-10-92 itself in presence of two independent witness viz. G. N. Lalit and G. R. Limaye. This Panchnama inter alia received that the workman Harishchandra Munshilal had thrown away a currency note of Rs. 20 which had been given to him for Lorry No. MLR 6779 by one M.N. Bhanushali.

14. It may be stated that on 22-10-92 statement of the workman was recorded by Mr. Karve the Deputy Supdt. of Police. This statement may be reproduced in extense :

"Statement of Shri Harishchandra Munshilal, Age-40 years, Occupation—Gate Assistant, BPT, Bombay. R/o—Bldg. No. 35/721 New BPT Colony, Nadkarai Park, Wadala, Bombay-400037. (Basic Pay—Rs. 1,950).

Being asked I have to state that I joined the Service in BPT on 2-1-1975 as a Tally Clerk. In October 1991 I was promoted as Assistant Superintendent (Officiating) and when I was posted in the Gate at Dock, I was called as Gate Assistant.

Q. On 16-10-1992 when you were posted at Export Side Gate at Yellow Gate, Princess Dock, why are you accepted Rs 20 from one Mr. M. M. Bhanushali ?

A. On 1-10-1992 I had not accepted Rs. 20 but I was to give him Rs. 15 Back from Rs. 20 which he had given to me. Rs. 5 were meant for Tea/Snacks.

Q. How much amount is collected for Tea/Snacks?

A. We are demanding any amount from them. Some drivers, cleaners and CHAs are giving some amount in lumpsum for Bulk Cargo.

Q. Why such amount are accepted by you?

A. They are giving this amount as a customary

practice. Nobody demands such amount. No harassment is made to any person who are not giving such amount.

O. How the amounts are spent or divided amongst the staff at Yellow Gate ?

A. If the complete amounts are not spent for Tea/Snacks expenses, such amount are kept for spending for next working day. They give this amount as a goodwill.

The statement is read over and found to be correctly recorded."

15. At the domestic enquiry, the Departmental representative examined M.M. Bhanushali, who had accompanied the Truck MLR 6779. This witness stated in no uncertain terms that he had given a currency note of Rs. 20 to the workman alongwith two documents Ex. p8 and Ex. p9; soon thereafter, he was accorded by a CBI officer and was being taken to the gate house. He saw the workman throwing away the currency note of Rs. 20 which the witness had given to the workman. He stated that the money had been given by him to workman to avoid delay at the gate. Of-course, he admitted that workman had not demanded the money and it was normal to pay such money at the gate to avoid delay. This statement of Bhanushali could be shaken in cross-examination in any way. Rather, it is corroborated by the recitals in the Panchnama prepared on the spot. Hence, in agreement with the Enquiry Officer and the Disciplinary Authority, I find it proved that the workman did accept a currency note of Rs. 20 from Bhanushali and this money was paid to the workman to avoid delay at the gate.

16. The workman has tried to justify the acceptance of Rs. 20 on two counts (i) He had not demanded the money (ii) It was a practice to accept such money for tea and snacks. He has further challenged the domestic proceedings on the ground that no criminal chargesheet was filed against the workman even though the CBI has instituted an FIR.

17. So far as the last ground is concerned, it is not the law that a person can not be tried departmentally merely because an FIR had been registered, but no charge-sheet was filed. Shri Jaiprakash Sawant referred to certain rulings in this regard but I do not find that any such statement of law has been made in the said rulings.

18. Now, to say that since illegal gratification was not demanded, expressly, hence acceptance thereof would become lawful, is to turn a blind eye to the fact situation of the case because it is evident that money used to be paid at the gate to the B.P.T. employee to avoid delay. To my mind acceptance of such money definitely amounted to receipt of illegal gratification. Such acceptance of money as speed money was not warranted by any regulation.

19. To justify the acceptance of graft on the ground of practice or custom is again unwarranted.

A practice or custom which is opposed to public policy cannot be counteracted at all.

20. Mr. Sawant repeatedly urged that the Enquiry Officer in his report observed as under :

"It can safely be assumed that these two employees were the victims of the dangerous and unfair practice that has been established by the transporters".

Upon such basis, it is submitted that the workman fell a victim to the practice of giving speed money by the transporters and hence I should hold that he did not commit any misconduct. I do not agree. The aforesaid conclusion of the Enquiry Officer demonstrates an extreme perversion in logic whereby beneficiaries are labelled as victims and victims are said to have established the practice of giving speed money. The Enquiry Officer forgot that transporters used to pay speed money to avoid detention of their lorries. Thus, they were the real victims of the system and not the other way round. The workman was really not a victim but a beneficiary of the system and this cannot be a ground to say that he did not accept any illegal gratification. Hence, I hold that the charge was proved to the hilt against the workman.

21. This taken me to the consideration of the quantum of punishment. I find that the same has already erred on the side of leniency. I, therefore, find no ground to interfere.

22. In the aforesaid provisions, I uphold the action taken by the management. The workman is not entitled to any relief and award is made accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1996

का.आ. 118.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमर्ण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में निरीक्षणों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचसद को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-96 को प्राप्त हुआ।

[संख्या एन-12012/231/93/आई.आर.(बी-II)]

मनातन, डेस्क अधिकारी

New Delhi, the 23rd December, 1996

S.O. 118.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on the 12-12-1996.

[No. L-12012/231/93-IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 18 of 1994

BETWEEN

In the matter of dispute :

General Secretary,
Punjab National Bank Employees Congress,
S-581 Yashodanagar,
Kanpur.

AND

Zonal Manager,
Punjab National Bank,
Ashok Marg,
Lucknow.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/231/93-IR B-2 dated 2-7-94, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Punjab National Bank, Lucknow in awarding the punishment of warning and non payment of full wages during the period suspension to Sri Pradeep Kumar Saraswat clerk/godown keeper vide their order dated 6-6-90 is justified? If not what relief, is the workman entitled to?

2. The concerned workman Pradeep Kumar Saraswat was posted as clerk in the Unnao Branch of the opposite party Punjab National Bank. He was issued a chargesheet dated 19-5-89. It related to his disorderly behaviour with the Manager. Domestic enquiry was held in due course. The enquiry officer submitted his report in favour of the concerned workman. The disciplinary authority disaggreeing with this report held that charge was proved. Hence he ordered for issuance of warning by way of punishment by order dated 6-6-90. Feeling aggrieved the concerned workman had raised the industrial dispute.

3. In the claim statement the concerned workman amongst other thing it has been alleged that the disciplinary authority has acted illegally in awarding punishment in disaggreeing with the report of enquiry officer as material record did not warranted. The opposite party bank has denied this fact and has alleged that disciplinary authority has taken correct view of the matter.

4. The charge against the concerned workman was that he had abused B. K. Mittal Senior Manager and had also extended threat to him on telephone. Interestingly B. K. Mittal was not examined at all. Instead one R. K. Shukla, S. C. Bajpai, R. K. Mehrotra and Ajai Bhargava were examined. All

of them disclaimed having heard the delinquent abusing B. K. Mittal. Thus there was no evidence of extending of threat on telephone. Thus virtually it was a case of no evidence. That is why the enquiry officer in his report has held that charges were not proved. When the matter reached before the Regional Manager, the Regional Manager in the capacity of Disciplinary Authority took cognizance of following statement in the written arguments submitted by the delinquent—

Bahut Managero ke saath kam kiya hai aur app jaisa nahi dekha. Aap ne bagair LPC aaye huein hamari salary kaat li deinkh lenge.

The disciplinary authority was of the view that from this it is obvious that the concerned workman had admitted the fact that some altercation had taken place, on the date as alleged in the chargesheet. The spirit of these utterance leads to conclusion that it was an act of disorderly behaviour. In my opinion it is based of presumption and assumption specially when B. K. Mittal did not dare to enter into witness box before the enquiry officer. Further I am of the view that submission made in the arguments should not form the basis for arriving at a conclusion in an enquiry. It is the substantive evidence which is adduced before the enquiry officer which can alone form the basis for proving the misconduct. Thus reasons given by the disciplinary authority were not cogent and convincing. Consequently the punishment by way of warning was not justified.

5. Hence my award is that imposition of punishment of warning and non payment of full wages for the period of suspension was not justified and he is entitled for full wages for the period of suspension.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली 23, दिसम्बर, 1996

का.आ. 119.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार बैंक आफ बड़ोदा के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-94 को प्राप्त हुआ।

[संख्या एन-12012/241/89/डी-II ए/आई.आर. (बी-II)]
मनातन, डेस्क अधिकारी

New Delhi, the 23rd December, 1996

S.O. 119.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of BANK OF BARODA and their workman, which was received by the Central Government on the 12-12-96.

[No. L-12012/241/89/DITA/IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL CUM LABOUR COURT
PANDU NAGAR, DEOKI PALACE ROAD
PANDU NAGAR, KANPUR.

Industrial Dispute No. 145 of 1989

In the matter of dispute

BETWEEN

S.S. Shukla U.P. Bank Workers Federation C/o Union
Bank of India Civil Lines Allahabad

AND

Regional Manager Bank of Baroda Civil Lines LBS Marg
Banerjee Building Allahabad

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/24/89-D2(A) dated 30th May, 1989, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the Bank of Baroda in engaging Sri Ajai Kumar Sahu alias Arjun Sahu for watching cycle/scooters of the employees, officers and customers from 1-2-82 and onwards on monthly remuneration of Rs. 150/- per month and not absorbing him as a sub staff and paying him salary of sub staff of the bank is justified? If not to what relief is the workman entitled.

2. The concerned workman Ajai Kumar Sahu has alleged that he was appointed by the Branch Manager Bahadur Ganj Branch of opposite party bank to look after the cycle stand and used to pay Rs. 150/- as remuneration. Subsequently on 2-8-86 he made a representation for enhancement of pay which was not accepted. He is entitled for regularisation in sub staff cadre as he has continuously worked at this job for substantial month of time. The opposite party bank is duty bound to absorb him as sub staff and he is also entitled salary of a sub staff.

3. The opposite party bank has filed reply in which it has been alleged that the concerned workman was never engaged by the bank. Instead his father is running a canteen shop on the path way. Side by side he had also installed a cycle stand in which number of staff used to park their vehicles. The concerned workman used to look after them as a contractor in lieu of which Rs. 150/- were paid to him. He was never engaged as an employee. Hence the question of his absorbing as regular employee of the bank does not arise.

4. In the rejoinder, the above mentioned new factual pleas have been denied.

5. In support of his claim the concerned workman has filed Ext.W.1 and W.2. Besides he has filed his affidavit in rebuttal. The management has examined Suresh Kumar Sethi who was posted as officer in this branch from January 1983 to September, 1987.

6. The only point which needs determination is as to whether the concerned workman has worked as an employee of the opposite party on a monthly salary of Rs. 150/- In support of his version the concerned workman has filed his affidavit besides there is Ext. W-1 a letter dated 11-12-81 by which the manager of the bank had made a request to Nagai Palika Allahabad for which permission to have a cycle stand. This paper has been proved by the concerned workman. Besides its formal proof has also been waived. It has been submitted by the authorised representative of the concerned workman that this paper

per goes to show that cycle stand was installed by the bank and the concerned workman was engaged. On the other hand the witness of the management has stated that concerned workman was only a contractor for looking after the cycles of the employees of the bank for which Rs 150/- were paid as remuneration. There are Exs. M. 1 to M. 4 the copies of vouchers which go to show that concerned workman was paid Rs. 150 as sundry charges. There is one admission of the concerned which clinches the issue against him. In his cross examination he has stated that when ever he did not remain at the cycle stand his brother use to look after it. He did not apply for leave. In my opinion, had he been a member of staff of the opposite party he would have been permitted to remain absent on the basis of application of leave. In any case an outsider like his brother could not have been deputed to look after him. Thus on the contrary this actor lend support to the case of the management that actually his who is admittedly running this stall as well as his son would be performing the duty of a caretaker at this stall. That is why in his absence his brother was deputed to look after this cycle stand. In view of this factor alone I accept the version of the management and do not accept the version of the concerned workman. It is accordingly held that concerned workman was not engaged by the bank. Instead he was looking after the cycles of the employees of the bank as independent contractor. Hence, he cannot lay any claim for being absorb as a member of sub staff of the opposite party. I award accordingly. Consequently he is not entitled for any relief.

Reference is answered accordingly.

B K SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1996

का.आ. 120.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुमरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-96 को प्राप्त हुआ।

[संख्या एन-12012/309/93/आई.आर. (बी.-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 23rd December, 1996

S.O. 120.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on the 12-12-96.

[No. L-12012/309/93/IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B.K. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 24 of 1994

In the matter of dispute :

BETWEEN

R.S. Upadhyaya

Assistant General Secretary

Punjab National Bank Staff Association

C/o B. P. Saxena 426 W-11 Wasant Vihar

Kanpur.

AND

Regional Manager

Punjab National Bank

Chowk Faizabad

24 GI/97—7.

AWARD

1. Central Government, Ministry of Labour vide its notification number L-12012/309/93 /I. R. B-2 dated 2-3-94, has referred the following dispute for adjudication to this Tribunal-

Whether the action of the management of Punjab National Bank Faizabad in imposing a punishment of stoppage of one increment without cumulative effect on Sri K.K. Shukla, clerk cum typist with effect from 13-2-89 is justified? If not, what relief is Sri Shukla entitled to?

2. Although the case was heard on preliminary issue regarding the validity of domestic enquiry, final award is being given as I have come to the conclusion that domestic enquiry was fair and proper. Further it is not the case of dismissal discharge or removal from service, hence under section 11-A this Tribunal has got no right to go into the question of quantum of punishment.

3. The concerned workman was working as clerk/typist in the Balrampur branch of the opposite party Punjab National Bank. He was issued a memo on 4-11-87 in connection with strike dated 30-10-87. His reply was received which was found unsatisfactory. Hence, following chargesheet dated 7-11-87 was issued

You had actively instigated staff members of this office at 9.45 a.m. on 30-10-87 to participate in the aforesaid illegal strike.

You had resorted alongwith your companions, to picketing on 30-10-87 at 9.45 a.m. in such manner that the non striking staff managerial personnel and our valuable customers of this office were physically debarred from entering the office premises at 10 a.m. in 30-10-87. You were lying on the floor across the main entrance gate of this office premises. The entrance way to this office was cleared only with the help of police at 10.45 a.m. and there after the managerial staff non striking willing employees could enter this office premises. The entire work of the office was paralysed between 10 a.m. to 11 a.m.

You had indulged in acts of force and holdout threats of intimidation against non striking employees and managerial personnel of this office between 9.45 a.m. to 10.45 a.m. on 30-10-87 with a view to prevent them from attending to work of the office at 10 a.m.

You had raised filthy/indigent language while raising slogans alongwith your companions during demonstration staged before this office between 2 p.m. to 3 p.m. on 30-10-87 some of the slogans raised were as under —

(1) PNB Management Murdabad. (2) Ghoskhor Management Murdabad. Bhrasht Management Murdabad. PNB Management Ka Nash Ho. Police Bulane wale management ka nash ho. PNB Ke Sabhi Adhikarion ki Ma Ka Bhosra, Police Bulane wale management ki ma ka bhosra. Ham Sab Kartehai yeh ghosra Siraram Soni ki ma ki bhosra v choot.

Due to your aforesaid conduct, the bank had not only lost its considerable business on date, but our valuable customers were put to let of inconvenience. Thus it had caused unnecessary annoyance to them against us, and the bank may loose its valuable clintage. Moreover the normal functioning of the office was also affected on this date. The whole incident has tarnished the bank's image to a great extent.

One U. S. Awasthi was appointed as Enquiry Officer. The enquiry officer submitted his report. However the date of submission of his report has not been given. It has been held that charges were proved, on the basis of the disciplinary authority has imposed punishment of stoppage of one increment without cumulative effect w.e.f. 13th February, 1989. The appeal filed against this punishment order was also dismissed. Feeling aggrieved the concerned workman has raised the instant industrial dispute. In the claim statement it was mainly alleged that domestic enquiry was not fairly and properly held. Since he was an active trade union employee he has been victimised. The opposite party has denied it, hence following preliminary issue was framed—

Whether the domestic enquiry conducted by the management was not fairly and properly held?

From a perusal of domestic enquiry file it appears that the management examined Jagat Singh worker of the Balrampur Branch as M.W.1 S. R. Soni Asstt. Manager as M.W.2 and R. M. Agrawal M.W.3. Besides Ext. M.1 to M.4 were filed. In defence, the concerned workman has examined Ram Gopal Pandey D.W.1 J. N. Mishra D.W.2 the two customers of the bank and K. K. Tiwari D.W.3.

3. On a perusal of this evidence, the enquiry officer disbelieved the evidence of Jagat Singh. However, the evidence of remaining two management witnesses were believed and it was held that charges were duly proved. The authorised representative of the concerned workman has submitted only one point viz. that the enquiry officer had erred in appreciating the evidence on record. I do not find any force in this contention. Had the enquiry officer not taken an independent view of the matter he would have accepted the evidence of M.W.1 as well. That alone goes to show that he had dispassionate in arriving findings and had taken a reasonable view of the matter. It has been brought to my notice that in the chargesheet against the concerned workman the incident is alleged to be about 9.45 a.m. whereas chargesheet issued to other clerk H. N. Tripathi the time of occurrence is shown about 10.45 a.m. Thus there is variation between the time of occurrence between the two. It must be borne in mind that in a situation of strike the scenario keeps changing. Some times one person on strike commits one act and in the next moment he commits another act. Hence in the charge the extract nature of work done by the workman cannot be given with exactitude. There is bound to be some coherence and in my opinion is a natural one. That would go to show that version of the incident has been correctly given without any external aid. Hence, I do not substance in this contention.

4. In the end having gone through the finding of enquiry officer I find that it is based on cogent reasons and by stretch of imagination can be called perverse. It is held that the enquiry has been held fairly and properly.

5. As observed earlier this Tribunal after holding the enquiry fair and proper under section 11-A I.D. Act has no justification to go into the quantum of punishment. Accordingly my award is that the action of the management in meting out the punishment of the concerned workman is justified and the workman is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1996

क्र.अ. 121.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-96 को प्राप्त हुआ।

[संख्या एल-12012/608/89/बी II ए/आई.आर.(बी-II)]

सानतन, डेस्क अधिकारी

New Delhi, the 23rd December, 1996

S.O. 121.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on the 12-12-96.

[No. L-12012/608/89 D.II.A/IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEORIA PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 78 of 1990

BETWEEN

In the matter of dispute :

Regional Manager,
Central Bank of India,
Regional Office,
125, Civil Lines,
Etawah.

AND

Dari Lal Rajan,
C/o Shri V. N. Shokri,
26/104, Birhana Road,
Kanpur

APPEARANCES :

Shri D. P. Saxena for the workman.

Shri B. C. Agarwal for the Management.

AWARD

1. Central Government, Ministry of Labour New Delhi vide its Notification No. L-12012/608/89-D-2-A, dated 7-3-90 has referred the following dispute to this Tribunal for adjudication :

KYA CENTRAL BANK OF INDIA ETAWAH KE PRABANDAK DWARA SHRI DORI LAL LIPIK KO DINANK 30-1-88 SE BARKHAAT KAR DENE KI KARYWAHI NAYOCHIT HAI ? YADI NAHI TO KARAMKAR KIS ANUTOSH KE HAKDAR HAI ?

2. The concerned workman Dori Lal was working as cashier-cum-clerk at Dibiyapur branch of the opposite party Central Bank of India. He was served with charge sheet on 28-10-86. The details of charges are given here in below while considering them one by one is seriatism. He was suspended on 28-1-86. One office of the Bank

R.S. Saxena was appointed as enquiry officer. After completing evidence he submitted his report on 29-10-87. Agreeing with the report, the punishing authority passed order of dismissal on 30-1-88. Feeling aggrieved the concerned workman has raised the instant industrial dispute.

3. In the claim statement the concerned workman denied the allegations made in charge sheet and had further challenged the fairness and propriety of enquiry report.

4. In the written statement the management has given the detail of misconduct committed by concerned workman. It was alleged that the enquiry was fairly and properly held.

5. In the rejoinder nothing new was alleged.

6. The tribunal framed preliminary issue regarding fairness and propriety of the enquiry report. By finding dated 12-4-96 this tribunal held that enquiry was vitiated and management was given opportunity to prove charges on merits.

7. The management has once again examined branch Manager R. S. Savita MW(1) and had further filed exhibit E-1 to E-49 various extract of ledger and other papers. The concerned workman has chosen and not to adduce any evidence. Now it will be seen as to whether the management has been able to bring home all the six charges.

8. Charge No. 1 reads as under :—

On 29-10-85 while Sri Dori Lal was working in the cash section as receiving cashier, Mr. Ram Kumar Gupta holder of RDS A/C 1659 tendered cash Rs. 300 to him for deposit in his said RDS A/C. Mr. Dori Lal received the amount and passed on the relative counterfoil of RDS pay of slip, having bank cash receipt rubber stamp duly signed by him for having received the amount of Rs. 300 but with some ulterior motives he did not enter the same in the bank's cash section records pocketed the money. Mr. Dori Lal is, therefore, charged with gross misconduct for the above acts under para 19.B(j) of the Bipartite settlement dated 19-10-66.

R. S. Savita MW(1) has stated that Rs. 300 were received by the delinquent from Ram Kumar Gupta had issued receipt exhibit E-25, but had not made entry in the cash register exhibit E-22. However wherein cross-examination in his attention was drawn towards the entry of Rs. 300 exhibit E-22 he conceded that there is an entry of Rs. 300 in it. In this way from the own admission of this witness it is proved that Rs. 300 were deposited in the cash receipt register. Thus the charge stands belied. In other words this charge was wrong and consequently not proved.

9. Charge No. 2 reads as under :—

On 31-10-85 he tampered with the bank's record and pay in slip for Rs. 300 of A/C 1819 in name of Mr. Braham Kumar Misra was removed and replaced with another's pay in slip of RDS A/C 1819 (some A/C number) but with name of Ram Kumar Gupta and kept it on bank's records. However while writing supplementary cash book for RDS A/C she had correctly written the particulars such as the name of the A/C holder M. K. Misra A/C pay slip ledger folio 41/11 Rs. 330 under cash columns. All this tempering was done by Dori Lal with mala fide intention to cover his misconduct as mentioned in charge No. 1.

It will be evident that so called misconduct was committed in order to cover up the misdeed of dated 29-10-85. Thus this charge is the offshoot of the first charge. It has already been held that misconduct given in charge No. 1 was not committed by the concerned workman. Hence there could be no occasion for the concerned workman to commit this misconduct as there was no need for him to tamper with records of Braham Kumar Misra. Hence this charge is also not proved.

10. Charge No. 3 reads as under :—

On 28-12-85 he had visited the residence of Mr. Brahma Kumar Misra and had collected his RDS pass book and all the counter foils of deposits made by him till that date in RDS A/C 1811 pretent to correct some mistakes although he was not instructed by the branch for the same and also he had no authority to do so. Although on 30-12-85 during the office hours he had refused to return the papers/items collected by him to the depositor when he visited the branch, on the same evening he returned the passbook alone to the depositor detaining the counterfoils with him. Mr. Dori Lal is, therefore, charged with gross misconduct for the above acts under para 19.5(d) of Bipartite settlement dated 19-10-66.

This charge is based on oral evidence of Braham Kumar Misra, but he has not been examined. Even R. S. Savita MW(1) has not said any thing on this charge. It is accordingly held that this charge is not proved at all.

11. Charge No. 4 reads as under :—

On 20-4-85 Mr. Girja Prasad had deposited Rs. 50/- in the RDS A/C 939 of Sri Santosh Kumar Sharma U/s Shri Girja Prasad & Sri Girja Prasad. Mr. Dori Lal

through working in account section on that day removed the original pay in slip and substituted with another pay in slip of RDS A/C 1161 for Rs. 50/- of Sri Rajan Babu. The said pay in slip was filed in by him and cash receipt stamp was affixed on it without mentioning any amount or putting his initials thereon. However, on the strength of this substituted pay in slip Mr. Dori Lal had written the supplementary cash book for RDS A/C and also made the entry in RDS ledger A/C 1161 of Sri Rajan Babu on that date.

Mr. Dori Lal is, therefore, charged with gross misconduct for the above acts under para 19.5(d) and 19.5(j) of Bipartite settlement dated 19-10-66.

This charge is sought to be proved by R. S. Savita MW(1) coupled with exhibit E-33 to E-35 and 41. In this regard the evidence of R. S. Savita MW(1) is that in A/C No. 939 stand in the name of Girja Prasad Exhibit E-41 is the passbook in which Rs. 50 has been shown to have been deposited where as in exhibit E-33 the A/C No. 1161 of Rajan Babu in which this amount shown to be deposited. He has further stated that this amount is deposited in exhibit E-35 of Rajan Babu. From the evidence it is not proved at all as to who had made all these entries in the accounts books. It has also not proved as to who had received Rs. 50 in the bank. In my opinion it was necessary that the witness should have specifically stated that all these papers were written by the concerned workman or atleast it ought to have been proved that actually on that day he concerned workman was on duty to perform this work. Thus virtually it is a case of no evidence against the concerned workman. Thus this charge is also not substantiated for want of proof.

12. Charge No. 5 goes as under :—

On 19-3-85 Mr. Yugal Kishor Misra had deposited Rs. 100 in cash for RDS A/C No. 869 of Sri Anil Kumar Misra and Sri Y. K. Misra. Accordingly the said voucher/pay in slip was entered at serial No. 2 of the Accounts Section's scroll book but Mr. Dori Lal with malafide intention blurred the account number in the account section scroll book and wrote another RDS A/C No. 1533 over it. Though Mr. Dori Lal was working in accounts section cash of this solitary pay in slip of RDS A/C No. 1533 was received by him and the pay in slip in question was also prepared by him. Subsequently, Mr. Dori Lal removed the page containing transaction dated 19-3-85 of cash

section scroll with an intention of destroy the evidence appearing against him. Again while making entry in the pass book of RDS A/C No. 869 Mr. Dori Lal intentionally omitted to write the date of deposit against deposit made by Mr. Misra in the month of March 1985. Mr. Dori Lal is, therefore, charged with gross misconduct for the acts under para 19.5(d) and 19.5(j) of Bipartite settlement dated 19-10-66.

This charge has sought to be proved with the evidence of R. S. Savita MW(1) exhibit E-39 is the passbook, Exhibit E-37 the ledger. This evidence also suffers from the same infirmity because of which charge No. 4 has been held to be not proved. Hence for that reason this charge is also does not stand proved.

13. Charge No. 6 goes as under :—

While working in the cash section he did not mention full particulars of deposits made by the depositors viz :

- (a) Name of the A/C holder, Account No., Nature of account.
- (b) Name of the person tendering cash, Mr. Dori Lal is, therefore, charges with gross misconduct for the above acts under para 19.5(j) of Bipartite settlement dated 19-10-66.

R. S. Savita MW(1) has stated that exhibit E-40 does not contain the full particular. He has further stated that it is was prepared by Amar Singh. Thus this wrong was done by Amar Singh and not by the concerned workman. Hence this charge is also not proved against the concerned workman.

14. From the above discussion it will be evident that all the charges were not proved against the concerned workman. As the punishment of dismissal is based on these charges and the same have been held to be not proved, this punishment can not held to be justified.

15. Hence my award is that the action of the opposite party bank by way of dismissal order dated 30-1-88 is not justified and the concerned workman is entitled for back wages with continuity service.

B. K. SRIVASTAVA, Presiding Officer.

नई दिल्ली, 23 दिसम्बर, 1996

का आ 122.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में के. सरकार ओरियन्टल बैंक आफ कामर्स के प्रबंध तंत्र के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

प्रधिकरण नई दिल्ली के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 20-12-96 को प्राप्त हुआ था।

[संख्या एन-12012/682/87-डी II ए/आई.आर. (बी. II)].

सनातन, ईस्क अधिकारी

New Delhi, the 23rd December, 1996

S.O. 122.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 20-12-1996.

[No. L-12012-682/87-D.II (A)/IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 74/1988

In the matter of dispute :

BETWEEN

Shri Vijender Singh S/o Shri Ram Chander Verma,
Village and Post Office Molahera,
District Gurgaon-122001,
Haryana.

Versus

The Management of M/s.
Oriental Bank of Commerce,
4-E, Jhandewalan, Extension,
New Delhi-110055.

APPEARANCES :

Shri Vijender Singh, the workman concerned himself.
Shri Jagat Arora with Shri A. Rajan—for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/682/87-D.II (A) dated 13-7-88 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Oriental Bank of Commerce in terminating the services of Shri Vijender Singh and not considering him for re-employment under Section 25-J of the Industrial Disputes Act, while making fresh recruitment is justified? If not, to what relief is the workman entitled?"

2. It is stated by the concerned workman that he was appointed by the management of Oriental Bank of Commerce as Cashier w.e.f. 3-9-1984 against permanent vacancy and worked essentially of permanent nature. It is alleged by the concerned workman that his services were terminated w.e.f. 1-12-84 orally without giving any notice or pay in lieu thereof and without assigning any reason in writing which is illegal. He has alleged to have worked for 89 days in all. It is further alleged by the workman concerned that after termination of his services, new hands, namely Km. Anju Nanda, Km. Mohini, Km. Sujata and others were engaged to work as Cashier in his place. The workman has also referred a circular letter of the Bank, bearing No. 321938 dated 8-11-1980 which does not permit temporary employment beyond 90 days. He has alleged that it is on account of this circular that he was not allowed to work beyond 89 days, which is indicative of unfair labour practice and exploitation. It is also alleged by the workman that by not giving him 14 days' notice or pay in lieu thereof, para 522(4) of the Shastri Award, read with Bipartite Settlements dated 19-10-1966, has been violated. He has claimed his reinstatement in the service of the opposite

party Bank with full back wages and all other benefits. He has pleaded to have been unemployed.

3. In their written statement, the management have denied the allegations of the concerned workman. The management have also taken a plea of belated claim. It has been stated by the management that the workman was appointed w.e.f. 3-9-84 to 29-9-84 for a specific period as temporary clerk. This employment was for specific period and had come to an end automatically by efflux of time. The concerned workman was again appointed as temporary clerk w.e.f. 3-10-84 at Naraina Branch of the Bank for specific period. The total period of working of the workman is 87 days only. This temporary employment was in exigency of work in the Bank as per the provisions of para 20.7 of the 1st Bipartite Settlement and in accordance with the Government policy and guidelines. The termination of service was by efflux of time and it was not a punitive termination for which a charge-sheet or warning etc. were required. Regarding Bank's circular referred to here-in-above. It is stated that the same reflects the Government policy not to engage persons for more than 89 days. The temporary appointment is alleged to meet contingency and as such appointments do not confer any right as by its very nature it is temporary. The circular of the Bank aforesaid is based on sound public policy. The workman cannot be allowed to have unfair advantage over other eligible candidates by passing the proper recruitment channel in the Bank. It is further stated that temporary hands cannot be engaged for more than 90 days and all permanent posts in the Bank are filled up through the channel of BSRB. The BSRB conducts written test, interview etc., and on being found eligible, the candidates are appointed to the post of clerical cadre. The workman himself failed to apply for appointment in the Bank through proper channel of BSRB. It is for these reasons that the concerned workman is not entitled to any relief sought for by him in his statement of claim.

4. The workman has filed 3 documents annexed to his statement of claim together with Bank's circular dated 8-11-1980 and has examined himself as WW-1/1.

5. The management have filed 3 documents vide their list dated 6-6-1989 and have examined Shri A. K. Chakraborty, Branch Manager, as MW-1.

6. I have heard the representatives of both the parties and have gone through the evidence on record.

7. The concerned workman has filed service certificates dated 18-12-1984 and 10-10-1986 from which it is evident that he had worked for 87 days during 3-9-1984 to December, 1984. From the said service certificates as also from his admission during his cross-examination, it is clear that his employment in the opposite party Bank was temporary. It is also evident from evidence on record before me that he had not been engaged against any permanent vacancy nor the Opposite Party Bank could appoint him permanently because of proper channel of recruitment through Banking Service Recruitment Board. The opposite party Bank cannot by-pass this proper channel.

8. A careful perusal of clause 20.7 and 20.8 indicates that for availing benefit of this provision the award staff ought to have been employed in permanent vacancy temporarily. In the present case in hand, the concerned workman has not been employed in permanent vacancy. The relevant clause 20.8 of the First Bipartite Settlement dated 19-10-1966 reads as under :—

"A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period from months during which the Bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period."

9. Besides, when the concerned workman was not appointed in a permanent vacancy and if his services are brought to an end, provisions of Section 25-H of the I. D. Act will not attract when the exigency of work is over. The management had every right to do away with the services of the concerned workman. Temporary appointment cannot be a conduit pipe for regular appointment, which would be :

back-door entry, detrimental to the efficiency of service and would breed seeds of nepotism and corruption.

10. Provisions of Shastri Award are directly in nature and non-compliance thereof cannot negate the action of the management which is otherwise fully legal and justified. The Bank's circular, referred to here-in-before, is also well founded on public policy and in consonance with the provisions of clause 20.8 of the settlement aforesaid.

11. Hence my Award is that the termination of the services of the concerned workman was not bad in law. Further held that the concerned workman was not entitled to be considered for his re-employment, while making fresh recruitment, which as per rules, was through Bank Service Recruitment Board, briefly called BSRB. Admittedly the concerned workman failed to apply to participate in such process of recruitment. Consequently, the concerned workman is not entitled to any relief.

Dated : 5th November, 1996

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1996

का.मा. 123.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धतंत्र के संबद्ध निबोधकों और उनके कर्मचारों के बीच अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण के पंचपट को प्रकाशित करती जो केन्द्रीय सरकार को 20-12-99 को प्राप्त हुआ।

[संख्या एल-12012/157/88/डी II ए/आई.आर. (बी. II)]

सनातन, डेस्क अधिकारी.

New Delhi, the 23rd December, 1996

S.O. 123.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 20-12-1996.

[No. L-12012/157/88/D.II (A)] IR (B-II)
SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

J. D. No. 121/88

In the matter of dispute :

BETWEEN

Shri Lakshman Swaroop S/o Shri Parshadi Lal r/o H-69, Majnoo Teela, Delhi.

Versus

1. Allahabad Bank Government of India Undertaking, having its Head Office at No. 2, Netaji Subhash Road, Calcutta, through its General Manager,
2. Allahabad Bank, Regional Office e17, Parliament Street, New Delhi, through the Regional Manager.

APPEARANCES :

Shri B. R. Soni for the workman.
Shri M. K. Verma—for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/157/88-D.II (A) dated 4-11-88 has

referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Allahabad Bank in dismissing from service Shri Lakshman Swaroop is justified ? If not, to what relief is the workman entitled ?"

2. The workman concerned, Shri Lakshman Swaroop was posted as Cashier Incharge at Mangolpur Kalan Branch of Allahabad Bank at New Delhi in the year 1983.

3. The workman concerned, was charge-sheeted, inter alia, for defrauding the Bank vide charge-sheet dated 21-9-84. In all, 5 charges were framed, which are reproduced here-in below :—

- (1) That on 28-11-93 a cheque drawn by Mahinder Singh bearing No. 560312 dated 26-11-83 for Rs. 1,000 was presented by Shri Rishpal Singh. The cheque was posted in the Savings Bank ledger by Shri B. Bhardwaj and passed by the Manager Shri B. S. Gupta. The cheque was sent to you for payment to bearer Shri Rishpal Singh, who received its payment.
- (2) The payment of the aforesaid cheque was recorded in your payment register as Rs. 4,000 with which payment amount the cash balance with you, was closed.
- (3) That with a view to cover up the aforesaid defalcation of Rs. 3,000, you fraudulently changed the amount of words and figures of the cheque from Rs. 1,000 to Rs. 4,000 and also manipulated the ledger entry by altering the figure from Rs. 1,000 to Rs. 4,000 with an intention to defraud the Bank. You also changed the balance figure in the account by writing Rs. 1818.65 below the figure of Rs. 4818.65.
- (4) That on 10-12-83, Shri B. S. Gupta, Manager, reportedly paid Rs. 3,000 to the account holder to debit of Suspense account as advance shown in your name on the pretext of your wife's illness and which debit voucher was signed by you on its back. Your signing the voucher tentamounts to admission of the aforesaid defalcation in the account as in the event of your innocence you would have resented raising of the above advance.
- (5) That there was another defalcation of Rs. 30,000 in the cash balance handled by you and by Shri B. S. Gupta, the Manager. In order to cover it up you entered into a criminal conspiracy with the Manager and introduced your own father-in-law, Shri Bishamber Dayal, in whose name an overdraft account was opened and advance of Rs. 22,000 allowed to him. This advance against your father-in-law was made as a result of your and Shri B. S. Gupta's connivance.

Your aforesaid acts of omission and commission are tentamount to gross misconduct within the meaning of clause 19.5 (d) and 19.5 (j) of the 1st Bipartite Settlement dated 19-10-1966.

4. The workman concerned denied the above charges vide his letter dated 10-10-1984, hence departmental enquiry was ordered. However, subsequently the workman concerned vide his letter dated 28-1-85 admitted the charges No. 1 to 4 during the course of the departmental enquiry.

5. The Disciplinary Authority concurred with the findings of the Enquiry Officer and by means of Order dated 28-10-1985, dismissed the workman from Bank's service without notice under clause 19.6(a) of the 1st Bipartite Settlement dated 19-10-1966.

6. In his statement of claim, the workman has alleged that he was not given sufficient opportunity of defence during the enquiry proceedings. He has also alleged that he was pressurised by the Presenting Officer to confess the charges during the enquiry proceedings. He has also alleged that the Presiding Officer had persuaded him to sign confession letter, which otherwise he was not willing. He has also alleged that the management has violated the principles of natural justice in holding separate departmental enquiries in the matter of the charge sheet served upon to Shri B. S. Gupta,

the Branch Manager, Mangolpur Kalan Branch and the charge-sheet issued to him. He has also alleged that in the charge-sheet served upon him, no annexure was supplied as to who were the witnesses sought to be examined on behalf of the management and what was the nature of documents intended to be produced in the enquiry. In nutshell, the workman has pleaded that the departmental enquiry held, is not fair.

7. The management has denied all the allegations regarding departmental enquiry held by the management.

8. Out of the pleadings of the contesting parties, a preliminary issue was framed as to whether the departmental enquiry held, is fair or not.

9. Relevant record of Departmental Enquiry has been filed by the management.

10. Shri Anil Kumar Sharma, who has conducted the departmental enquiry, has been examined as MW-1, while the workman has examined himself as DW-1.

11. The enquiry proceedings were commenced w.e.f. 29-11-84 and were closed on 28-1-85. In all, four sittings were held, i.e. on 29-11-1984, 22-12-84, 9-1-85 and 28-1-85.

12. On 19-11-84, 22-12-84, 9-1-85, the adjournment was sought by the workman and the same was duly allowed by the Enquiry Officer.

13. During the enquiry proceedings on 28-1-85, the workman concerned submitted copy of a letter dated 28-1-85 to the Enquiry Officer, which he had written to the Disciplinary Authority. In the said letter, the workman concerned had admitted the charges No. 1 to 4. The said document was taken on record by the Enquiry Officer. But before placing reliance thereon, the Enquiry Officer, to get himself fully satisfied that the said confession was voluntarily, asked the workman as to whether the same was his voluntarily confession without any coercion and/or pressure. In his reply, the workman had stated that his confession of charges was voluntarily and without any coercion/pressure.

14. The Enquiry Officer found the charges No. 1 to 4 as proved on the basis of the confession made by the workman concerned and charge No. 5 not proved and he accordingly submitted his report of findings to the Disciplinary Authority.

15. I have gone through the record of the departmental enquiry proceedings and do not find any infirmity because the workman concerned has been given full opportunity of defence. It is, he himself, who has confessed charges No. 1 to 4 and, therefore, no further evidence was led by the management. All the adjournments sought by the workman concerned, were allowed by the Enquiry Officer and the enquiry proceedings were held in his presence. He was also given ample opportunity to bring his defence assistant, which he himself could not bring and finally confessed 4 out of the 5 charges levelled against him.

16. Under the circumstances stated above, it cannot be said that reasonable and fair opportunity was not given to the workman for his defence.

17. Hence, held that the domestic enquiry was conducted fairly and properly and in accordance with the principles of natural justice.

18. The preliminary issue is decided accordingly.

19. Now I deal with the issue as per present reference order.

20. The workman concerned has assailed his dismissal from service as unjustified and illegal. It is stated by him that he has been made a scapegoat to remove Shri B. S. Gupta, the ex-Manager of the Mangolpur Kalan Branch from the service.

21. I have gone through the established facts on record and do not find any force in the above contention of the workman concerned.

22. It is a case wherein the workman concerned has defrauded the Bank and has not done justice to the position of trust, held by him. To continue him further in service would be embarrassing and inconvenient to the bank as also detrimental to its interest.

23. I have carefully examined all the facts and circumstances of the case. I am convinced that it may be high risk to keep an employee like the workman concerned. I am also convinced that looking into the gravity and magnitude of the gross misconduct found proved, the deterrent punishment of his dismissal from service of the Bank did warrant as also looking into the very interest of public sector Bank, no leniency is warranted.

24. Hence, held that the dismissal of the workman concerned from the service vide Order dated 28-10-85 is fully legal and justified. The workman concerned is, therefore, not entitled to any relief.

25. Award is given accordingly.

Dated : 3rd December, 1996

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1996

का.आ. 124.— औद्योगिक विवाद अधिनियम, 1947 (1997 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोल्लम के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-12-96 को प्राप्त हुआ था।

[संख्या एन-12012/223/94-आई.प्रार.(बी. II)]

सनातन, डेस्क अधिकारी

New Delhi, the 23 December, 1996

S.O. 124.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, KOLLAM as shown in the Annexure in the industrial dispute between the employers in relation to the management of VIJAYA BANK and their workman, which was received by the Central Government on 19/12/96.

[No. L-12012/223/94-IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

In the Court of the Industrial Tribunal, Kollam
(dated, the 28th Day of November, 1996)

PRESENT :—

SRI C.N. SASIDHARAN INDUSTRIAL TRIBUNAL
INDUSTRIAL DISPUTE NO. 21/94

BETWEEN

The General Manager, (P&S) PERS, Department, Vijaya Bank, H.O. Bangalore-560001. — Management

(By S/s. S.S. Kalkura & R.S. Kalkura, Advocates, Trivandrum)

AND

The Joint Secretary, Vijaya Bank Workers Organisation, Pyrofts Road, Triplicane, Madras-5.

—Union

(By Sri. R. Lekshmana Iyer, Advocate, Trivandrum)

AWARD

This industrial dispute has been referred to this Tribunal by the Government of India as per order No.L-12012/223/94-IR(B-II) for adjudicating the following issue:-

“Whether the action of the management of Vijaya Bank, Bangalore in imposing the punishment of stoppage of three increments permanently on Shri T. S. Ashok Kumar, Clerk is legal and justified? If not, what relief is the said workman entitled to?”

- II. The punishment of stoppage of three increments permanently on Sri T.S. Asok Kumar, the workman, was imposed by the management after a domestic enquiry. The workman had a contention that there was no proper and valid domestic enquiry. Therefore the validity of domestic enquiry was tried as a preliminary issue and this Tribunal found that there was a proper and valid enquiry. The necessary facts are stated in that order which I shall extract below:—

ORDER

This reference concerns the imposition of the punishment of stoppage of 3 increments permanently of Sri. T.S. Asok Kumar, Clerk who is the workman in this dispute.

2. The punishment was imposed by the management after accepting the domestic enquiry report regarding the charge that "the workman while working as a clerk at the Banks. Thiruvalla branch along with two other clerks of the same branch who were working with him during the relevant period had attempted to defraud the Bank of Baroda, Thiruvalla branch to the tune of Rs. 1,30,000/- by presenting in clearing on 1-6-1990 a cheque bearing No.482240 by making use of a cheque issued by Bank of Baroda, Thiruvalla branch to one of their customers by forging the signature".

The management contends that the action of the management is legal and proper on the basis of the domestic enquiry findings. The workman pleads innocence and contends that there was no proper and valid domestic enquiry. The further pleading is for cancelling the punishment.

3. The union representing the workman has filed a very detailed claim statement and contentions are briefly as under: The workman while working as clerk in the Thiruvalla branch of the management Bank was placed under suspension pending initiation of disciplinary proceedings. By memo dated 2-2-1991 charges were framed against him. His request for giving an opportunity to peruse documents for preparing his explanation was not allowed and the management ordered domestic enquiry. On the basis of the domestic enquiry finding the punishment was imposed. His appeal before the appellate authority was also dismissed. The punishment is illegal, unjustified and unsustainable. The rejection of the request for furnishing records is against settled principles of law. The workman was not given copy of the enquiry report prior to the acceptance by the management. That is also against settled law. The action of management is illegal also. During the period of suspension even after the completion of one year management did not pay the full salary and allowance also. It is violation of the Bipartite settlement. There was a delay of more than 5 months in charge sheeting the workman which is gross violation of the rules of natural justice causing serious prejudice to him. In violation of the provision of Sasthri Award the management failed to release the increment which fell due during the period of suspension. Stoppage of increment itself is a penalty which can be imposed only after following required procedure and in accordance with principles of natural justice. The decision of management to treat the entire period of suspension not on duty is illegal which is in violation of paragraph 85 of the Sasthri Award and clause 5(3) of Bipartite settlement. Ordering domestic enquiry while the request of the workman for documents was pending has also caused much prejudice to him. The workman was denied adequate and reasonable opportunities. The enquiry was conducted in gross violation of the rules of natural justice. Documents were not properly proved in accordance with rules of natu-

ral justice. The management Bank had chosen to level the charge of defrauding the Bank of Baroda but there was no complaint from that Bank and also the main complainant Sri G. Radhakrishnan did not choose to appear before the investigating officials but appeared before the enquiry officer. The workman was denied reasonable opportunity to defend himself in the enquiry. The enquiry officer without expert evidence came to the conclusion that the delinquent forged the signature of Sri Radhakrishnan. The enquiry proceeding suffer from serious procedural irregularities and infirmities. The findings of the enquiry officer that the charge against the workman is particularly proved is contradictory and unsustainable which is perverse also. The disciplinary authority and appellate authority not properly applied their mind before confirming the punishment. The disciplinary authority passed the final order without affording opportunity for personal hearing to the workman and hence much prejudice has been caused to him. The quantum of punishment imposed is shockingly disproportionate to the nature of the charge. Heavy and recurring financial loss is caused to the workman as a result of the punishment. Further after revoking the order of suspension the workman was posted to Kuthuparambu branch while clear vacancies were available in Trivandrum Division. It is a case of victimisation and is in violation of administrative rules of the Bank and the transfer policy. The prayer is for cancelling the punishment.

4. The management while opposing the case of the union has filed a detailed reply statement and the contentions are briefly as under: The reference is not maintainable and the union has no bonafides in instituting the dispute. The management has held a fullfledged domestic enquiry in respect of the charges levelled against the workman strictly following the provisions contained in the Bipartite settlement and adhering to the principles of natural justice, equity and good conscience. The workman was given sufficient opportunity to adduce evidence and he was allowed to be represented by trade union leader. There was no violation of principles of natural justice. The reference is bad in law. Once Sri. Anil Kumar employed as clerk at Thiruvalla branch had come into possession of a blank cheque leaf No. 484240 of Bank of Baroda issued to Sri G. Radhakrishnan, holder of SB Account No. 3455. Sri Anil Kumar passed the cheque to the workman, another clerk of the same branch. He had filled in the cheque leaf for Rs. 1,30,000 besides writing the name of Sri Anil Kumar as payee and also forging the signature. The cheque was thereafter sent through Sri. John Varghese JND collector for preparing the pay in slip for crediting the proceeds to SB Account No. 969 of Sri. Anil Kumar at Thiruvalla branch. The investigation revealed that the workman had done the aforementioned act in connivance with 2 other clerks. The conduct of the workman tantamount to gross misconduct. The workman was accordingly chargesheeted and enquiry was ordered. The enquiry Officer found the charges partly proved. Disciplinary authority forwarded the report of the enquiry officer to the workman and communicated the proposed punishment. He was called upon to make representation if any and he has submitted his explanation. The workman did not come forward to make any oral representation though he submitted his explanation. The disciplinary authority after careful consideration imparted the punishment. The appellate authority also after careful consideration of the entire proceedings and proper analysis of the record rejected the appeal. The punishment imposed is a lesser punishment considering the gravity of the misconduct committed by the workman. The action of the workman not only have an adverse and demoralising effect on the other employees working in the Bank but also would result in erosion of trust reposed by public in the Bank. The punishment is not in any way excessive. Normally the employee is not retained in the same branch where he had committed

certain misconducts and was punished after domestic enquiry. His transfer was in accordance with normal practice which is not a punishment. The workman failed to submit his written statement of defence within the stipulated time and hence the management decided to conduct departmental enquiry. The workman was represented by the trade union representative in the enquiry. The enquiry officer after going through the documents and evidence of witnesses arrived at his conclusion after careful analysis of the evidence. The punishment imposed is not by way of victimisation or unfair labour practice. Under section 11-A of the Industrial Disputes Act no interference is called for in the matter of the present punishment. Article 311 of the constitution of India and its provision are not applicable to employees of banking industry as pleaded by the union. There is no rule or provision in the award or in the Bipartite settlement to furnish copy of the enquiry report before passing the order of punishment. Therefore there is no violation of the principles of natural justice. The request of the workman for postponing the enquiry was allowed by the enquiry officer and the delay in completing the enquiry is only attributable to the workman and his representative. Since the workman was placed under suspension he was not entitled to increment. The workman is estopped from contending that the enquiry was conducted in violation of principles of natural justice since he has accepted the domestic enquiry. According to the management the workman is not entitled to any relief.

5. In view of the rival contentions regarding the validity of the domestic enquiry that point was considered as a preliminary issue by this Tribunal. The enquiry file containing, enquiry proceedings, statement of witness, documents and the findings of the enquiry officer has been marked as Ext. M1 without examining the enquiry officer as consented to by the learned counsel for the workman.

6. The attack against the enquiry is on various grounds stated in the claim statement. The 1st point of attack is that the copy of enquiry report was not furnished to the workman for his comments before the acceptance of the findings recorded in the enquiry report. Therefore according to the union the enquiry report is illegal and liable to be quashed. The workman is an employee of the Bank and Article 311(2) of the Constitution of India is not applicable. There is no evidence before this Tribunal to show that any prejudice has been caused to the workman by the non furnishing of the copy of the enquiry report. He has not entered the box to adduce any evidence in this regard. Further in the appeal memorandum submitted by him against the decision of the disciplinary authority there is no allegation regarding prejudice having been caused to him on account of this. No provision has been pointed out in the Bipartite settlement 1981 to supply copy of the enquiry Officer's report before the same is accepted by the disciplinary authority. In the absence of any such provision and in the circumstances stated above the contention of the union is unsustainable.

7. The Madhya Pradesh High Court in *Ramphin Gupta v. SBI* and another (1989 2 LIN 775) examined the legal aspect involved in non supply of findings of enquiry authority. The court pointed out that the question of furnishing such a copy arise if there is a rule to that effect by which the delinquent officer is governed. It was further held that in that case neither the provision of Article 311 of the Constitution which attracted to the petitioner who is not a Government servant but a Bank employee nor there is any rule in this regard. Holding thus the court pointed out that the petitioner was not entitled to for a copy of the report before the disciplinary authority passed the impugned order and no question of violation of principles of natural justice arise. The Madras High Court in *S. Kannan v. SBI* [1990 (2) LLJ 487] has held that non supply of the report of enquiry officer to the employee cannot be deemed to be denial of a reasonable opportunity or violation of principles of natural justice. It is also stated that enquiry officers report is not piece of evidence but it is only an analysis of evidence on record with the opinion of the enquiry officer, and that opinion of the enquiry officer has no value and therefore it is not necessary that the 24 GI/97—8.

findings of the enquiry officer should be made known to the employee before hand. The court has further pointed out that there is no violation of principles of natural justice in non supply of enquiry officer's report to the employee before it is considered by the disciplinary authority. In the present case also the workman is a Bank employee and he has participated in the enquiry throughout. Hence the above decisions are applicable here. The enquiry report was forwarded to him by the disciplinary authority while proposing the punishment to be imposed and afforded opportunity for his representation if any. In these circumstances the action of the management and the enquiry report cannot be stated as vitiated as pleaded by the union.

8. The 2nd point of attack is that undue delay had occurred to issue chargesheet and there was discrepancy in payment of subsistence Allowance which also caused much prejudice to the workman and the whole proceedings are vitiated. The management after getting knowledge of the misconduct committed by the workman in connivance with two other employees of the Bank conducted a detailed investigation deputing two officials of the Bank. After getting the investigation report the management decided to initiate disciplinary proceedings. It is quite natural that conducting a detailed investigation and to study the report of the investigating officers will take some time. In the present case the management took five months for framing and issuing the charges. Considering the investigation and the subsequent framing of charge it cannot be said that undue delay had occurred in chargesheeting the workman. No prejudice was also caused to him as he was paid subsistence allowance after the suspension. The request of the workman for adjournment of the enquiry fixed on 7th May, 1991 was allowed due to the inconvenience of the representative of the workman. The enquiry was then adjourned to 10th May, 1991. On that day also the enquiry was adjourned after marking the documents due to the illness of the representative of the workman and enquiry was held on 9th August, 1991. It is thus clear that the delay in the enquiry is attributable to the workman only and there is nothing to show that the management has delayed the enquiry. As per paragraph 5 of the Bipartite settlement dated 8th September, 1983 the workman is entitled to get full pay and allowance after one year of suspension if the enquiry is not delayed for reasons attributable to the concerned workman or any of his representative. But in the present case the delay in completing the enquiry was attributable to the workman and his representative and hence he was not entitled for the full pay and allowance on completion of one year of suspension. The management has not violated the provisions in the Bipartite settlement regarding payment of subsistence allowance. So the argument that there was discrepancy in payment of subsistence allowance is devoid of merit. There was no violation of the rules of natural justice and no evidence to the effect that any prejudice has been caused to the workman for the delay in chargesheeting him. Therefore this contention is also without force.

9. The 3rd point of attack is that the management had failed to release two increments to the workman which were due during the period of suspension. The workman was placed under suspension vide order dated 1-9-1990. According to the management when an employee is suspended his contract of service are also suspended and he has no legal right to claim salary because he is under no

obligation to attend work. Further increments are to be released for the satisfactory discharge of duties by a workman and since the delinquent was placed under suspension he was not entitled to the increment. Attention of this Tribunal was invited to paragraph 19.12(b) of the Bipartite settlement, 1966 wherein it is stated that if on the conclusion of the enquiry it is decided to take no action against the delinquent workman it shall be deemed that he was on duty and shall be entitled to the full wages and allowance and to all other privileges for the period of suspension and if some punishment other than dismissal is inflicted whole or part of period of suspension may at the discretion of the management be treated as on duty with right to corresponding portion of wages. In the instant case the disciplinary authority applied its mind and passed the order to treat the suspension period as not on duty. Therefore the workman is not entitled for the increment during the period of suspension. There is no illegality and it will not amount to any prejudice against the workman. The union placed reliance on paragraph 85 of the Sasthi Award in support of the contention that the action of management was in violation of that particular paragraph. A reading of paragraph 85 makes it clear that the disciplinary authority has not acted in violation of the said paragraph. It is stated in the aforementioned paragraph that increment should normally be given and stoppage of increments by managements should be only by way of punishment for proved misconduct or gross inefficiency. In this case the workman was found guilty for misconduct and the disciplinary authority passed an order to treat the period of suspension not on duty. Hence there is no violation of the above paragraph. For that reason violation of clause 5 (B) of the Bipartite settlement of the year 1983 also does not arise. In this state of affairs I am not persuaded to hold that non release of the increment can be deemed as victimisation or unfair labour practice as pleaded by the union.

10. The 4th point of attack is that the workman was not afforded opportunity to support his defence and the enquiry was conducted in gross violation of the rules of natural justice. According to the union the request of the workman for making available some documents for giving explanation to the chargesheet was not allowed and he was not supplied with the documents. Therefore the case of the workman is that he was denied opportunity to prepare his defence properly and the action of management caused prejudice to him which is violation of the provisions in the First Bipartite settlement. No doubt the workman was not supplied with any documents prior to the holding of enquiry. But the chargesheet is very much specific and clear to understand the charge and to give an explanation either to admit or deny the charges. Necessary and particular details are available in the chargesheet. For giving an explanation to such a chargesheet perusal of the documents is not necessary. In the enquiry the workman was afforded sufficient and reasonable opportunity to defend himself by making available to him all the documents referred to by the management. Further there was no request

from the workman for further documents for his defence in the enquiry. At no point of time in the enquiry he had made any complaint that the non supply of documents prior to the ordering of the enquiry has caused any prejudice to him. In these circumstances the present allegation of the workman is devoid of merit and on this ground the enquiry cannot be stated as vitiated.

11. Now with regard to the allegation that the enquiry itself was conducted in violation of the rules of natural justice causing serious prejudice to him is also without force. In paragraph 3 of the claim statement the union has admitted that the enquiry was duly completed. After making such a statement the union cannot now contend that the enquiry was conducted in gross violation of the rules of natural justice. In the enquiry the workman was permitted to be represented by his own representative and his request for adjournment of the 1st date of enquiry was allowed by the enquiry officer. All the management witnesses were cross examined at length for the workman and copies of all the documents relied on by the management were supplied to the delinquent workman. He was afforded opportunity to adduce evidence also but that was not availed by him. The representative of the workman was allowed to submit defence statement after the conclusion of the enquiry and the defence statement submitted by the representative was considered by the enquiry officer. The union has a further contention that the management has not properly proved the documents produced during the course of the enquiry. It is now settled position of law that the Evidence Act has no application as such in the enquiry conducted during the disciplinary proceedings. The evidence in the enquiry need not be in strict compliance of the Evidence Act though essential principles of fair play envisaged in the Evidence Act are applicable. I seek support for this view from a decision of the Delhi High Court in the case between state Bank of India V. J. D. Jain (1979 LAB I.C. 1041). In that case the court has further held that as far as domestic enquiries are concerned there is no allergy to hearsay evidence provided it has reasonable nexus and credibility. The totality of the materials collected during the enquiry is sufficient to come to the conclusion. In the present case the management has examined the senior manager who conducted the investigation and he has given detailed evidence. According to the union Ext. M6 and M8 were not properly proved and the findings of the enquiry officer on such documents is only to be rejected. Exhibit M6 is the copy of letter dated 2-6-1990 of Bank of Baroda, Thiruvalla branch addressed to their Regional Manager, Trivandrum with copy to the Thiruvalla branch of management. This document was identified through the branch manager and Exhibit M8 was identified through the investigating Officer. Both

these witnesses were cross examined by the defence representative at length. Therefore the argument that the Bank of Baroda has not come out with any complaint is against truth.

12. The union has a contention that the enquiry proceedings suffered from serious procedural irregularities and infirmity and hence the enquiry proceedings is liable to be set aside. As stated above ample opportunity was afforded to the workman to defend himself in the enquiry. The enquiry officer has considered the evidence of four witnesses and documents on the side of management in arriving at his conclusion. It is worth noting that MW3 in the enquiry has stated in his chief examination that as per the oral admission made by the workman the cheque in question was signed by Sri. Asok Kumar and this statement of MW3 was not contradicted. There was also no question to the effect that the cheque was not signed by the delinquent workman. It is thus clear that the oral and documentary evidence adduced on behalf of the management proved the charges. Further there was no objection at any point of time during the enquiry regarding the procedure adopted by the enquiry officer or the person who conducted the enquiry. In these circumstances the argument advanced on behalf of the union that the enquiry proceedings suffered from procedural irregularities and infirmity is without basis.

13. The union has yet another contention that the findings of the enquiry officer that the charge is partly proved is perverse and totally outside the scope and purview of the chargesheet. The argument is that when once the enquiry officer had found that the very basis of the charge is not maintainable his further finding that the charge is partly proved is not sustainable. In paragraph 8 of the report the enquiry officer has explained the reasoning for finding the charge partly proved. No doubt the enquiry officer found that the allegation against the chargesheeted employee that he had attempted to defraud the Bank of Baroda in connivance with two other clerks was not maintainable. But the findings regarding the other portion of the charge which constituted gross misconduct as contemplated under sub clause 'J' of paragraph 19.5 of chapter XIX of the Bipartite settlement is supported by legal evidence. Therefore the argument that the findings of the enquiry officer is perverse and outside the scope and purview of the chargesheet is devoid of merit.

14. In this connection the management has pointed out that the burden is heavily upon the workman to prove that the enquiry was unfair and vitiated in any manner. This reference has been made at the instance of the workman and the allegation is that the domestic enquiry was defective and the punishment imposed is non est

It is noticeable that the workman has not adduced any evidence in support of this claim. The learned counsel for the management pressed into service a recent decision of the Division Bench of Delhi High Court in *N. N. & D(P) Ltd. V. S. V. Suvarna and another* (1995 1 LLJ 113) wherein the court after considering the very same point held that the burden of proving that the enquiry was defective is on the workman. In the instant case the workman failed to adduce any evidence in this regard. On this ground also the present contention of the union that the enquiry is unfair and vitiated is only to be rejected.

15. In view of what is stated above, I hold that the enquiry was conducted fully in compliance with the principles of natural justice and the findings of the enquiry officer are supported by legal evidence. I further hold that the enquiry is proper and valid.

III. Now the question remaining for consideration is regarding the quantum of punishment. According to the learned counsel for the union the punishment imposed on the workman is shockingly disproportionate to the nature of the charge that heavy recurring financial loss is caused to the workman as a result of such punishment that the recurring financial loss will continue till the date of his retirement and it will come to several lakhs of rupees since the workman is young and have long years of service to be completed and that the punishment will adversely affect his pensionary benefits also. According to the learned counsel the enquiry officer has found that the charge against the workman is partly proved and that the allegation of attempt to defraud the Bank of Baroda with other two employees is not maintainable according to the enquiry officer.

IV. It is also contended that after revoking the order of suspension the management posted the workman to Koothuparambu branch in Calicut Division while clear vacancies were available in Trivandrum Division itself. According to the learned counsel it is a case of victimisation and such transfer order dated 26th December, 1991 is in violation of the administrative rules of the Bank and the transfer policy applicable to clerical staff. The argument advanced is that the act of victimisation on the part of the management necessarily warrant interference with the punishment in question. The management has strongly opposed the above arguments. It was pointed out that the punishment is only stoppage of 3 increments permanently and hence no interference is permissible under 11-A of the Industrial Disputes Act. According to the learned counsel for the management Section 11-A of the Act is applicable only in cases of discharge or dismissal. Reliance was placed on the following decisions of various High Courts and Supreme Court in support of this argument such as the decision of Rajasthan High Court in *Rajasthan Transport Corporation v. Judge, Industrial Tribunal, Bikaner* (1995 1 LLJ 357), the decision of Supreme Court in *the East India Hotels v. Their Workman* (1974 1 LLJ 282), the decision of Andhra Pradesh High Court in *A.P.S.R.T. Corporation v. Labour Court, Guntur* (1978 Lab. I.C. 359) and also the decisions reported in *ATR 1974 S.C. 696*, and *ILR 1979 II Kerala 211*.

V. At the outset I may state that the punishment in question is not discharge or dismissal from service and hence Section 11-A of the Act is not at all applicable as per the settled position of law stated in the decisions stated above. Further this Tribunal has already found that the domestic enquiry was proper and valid and the findings of the enquiry officer are supported by legal evidence. There is no evidence of any perversity in the findings recorded by the enquiry officer. Now with regard to the allegation of victimisation on the ground that the workman was transferred to Calicut Division, there is no evidence before this Tribunal that vacancies existed in Trivandrum Division during that time. Further the statement of the management in the reply statement

filed before this Tribunal it is stated that the usual practice is to post such workman in other branches. The union has not adduced any evidence to the effect that the transfer order dated 26th November, 1991 is in violation of the administrative rules of the Bank and the transfer policy applicable to clerical staff. That being the position it cannot be held that the transfer of the workman is a case of victimisation or unfair labour practice. The disciplinary authority has considered all the aspects of the matter and imposed the punishment after affording opportunity to the workman to give explanation. The disciplinary authority has considered past conduct of the workman also while imposing the punishment. The appellate authority has affirmed the punishment after elaborately considering the entire aspects. In these circumstances there is no justification for interfering with the punishment imposed on the workman. No doubt the charge against the workman is partly proved in the enquiry. But that portion of the misconduct is serious enough warranting the punishment imposed on the workman. It is also noticeable that the workman employed in the sensitive institution like Banks should safeguard the interest of the Bank which deals with public funds. If persons like the workman against whom serious charges have been proved is left free, it would definitely have an adverse and demoralising effect on other employees working in the Bank. That would also result in erosion of trust deposited by the public on such financial institutions. Considering these aspects also I am of the view that the punishment imposed on the workman. It is also noticeable that the workman's punishment is commensurate with the gravity of misconduct committed by him and he does not deserve any sympathy. It cannot be said that it is excessive. The punishment was imposed after proper consideration and affording opportunity to the workman for giving explanation. The punishment is not arbitrary illegal or unjust as pleaded by the union. There are no justifiable ground to interfere with the same.

VI. In view of the above an award is passed holding that the action of the management of Vijaya Bank, Bangalore in imposing the punishment of stoppage of 3 increments permanently on Sri T. S. Asok Kumar, Clerk is legal and justified and hence he is not entitled to any relief.

C. N. SASIDHARAN, Industrial Tribunal

APPENDIX

Document marked on the side of the Management :

Ext. M1—Enquiry file containing statement of witnesses, documents and the findings of the enquiry officer.

नई दिल्ली, 23 दिसम्बर, 1996

का.आ. 125.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रिय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध विवादों और उनके कर्मचारियों के बीच अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोल्लम के पंचगट को प्रकाशित करती जो केन्द्रिय सरकार को 19-12-96 को प्राप्त हुआ था।

[संख्या एन-12012/307/94-आई.प्रार.बी-II]

सनतान, डेस्क अधिकारी

New Delhi, the 23rd December, 1996

S.O. 125.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kollam as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 19-12-96.

[No. L-12012/307/94-IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 21st day of November, 1996)

PRESENT :

Sri C. N. Sasidharan, Industrial Tribunal.

IN

Industrial Dispute No. 1/95

BETWEEN

The Deputy General Manager, Syndicate Bank, ZO., 1st Floor, Sasthakripa Office Complex, Trivandrum-695010.

(By S/s. S. S. Kalkura and R. S. Kalkura, Advocates, Trivandrum)

AND

Smt. D. Lalithambuja Kumari, Lalitha Bhawan, T.C. No. 48/673, Ambalathara, Poonthura P.O. Trivandrum-695026.

(By Sri P. V. Balasubramonium, Advocate, Trivandrum).

AWARD

The Government of India as per order No. L-12012/307/94/IR(B-II) have referred this Industrial dispute for adjudication to this Tribunal.

The issue referred for adjudication is the following :

"Whether the action of the management of Syndicate Bank, Trivandrum in dismissing Smt. D. Lalithambuja Kumari, Special Assistant, from service w.e.f. 27-10-1993 is legal and justified? If not, to what relief is the said workman entitled?"

II. The workman Smt. Lalithambuja Kumari was dismissed by the management after accepting the findings of the Enquiry Officer who found her guilty of the charge levelled against her. According to the management their action is fully justified. But the workman claims reinstatement pleading innocence. She has a further contention that there was no valid enquiry. Accordingly the point was considered as a preliminary issue and this Tribunal as per order dated 19th November, 1996 found that the enquiry is proper and valid. The contentions of both sides are stated in that order which I shall extract below in full :—

ORDER

This reference concerns the dismissal of Smt. T. Lalithambuja Kumari, Special Asst. from the service of management Bank with effect from 27-10-1993.

2. Smt. Lalithambuja Kumari, the workman in this case was chargesheeted by the management as per chargesheet dated 17-7-1991 for the following misconduct.—"The claimant had unauthorisedly and illegally with fraudulent and dishonest motives had closed allowed withdrawals in certain dormant inoperative PD/SB/FD accounts and while doing so she closed accounts without proper authority and without permission of the depositor, forging signature caused the proceeds of the closed accounts to be credited to some other accounts which were unconnected with the depositor's account, unauthorisedly received the payment of certain closed accounts, furnished false, in correct and incomplete information about the closed accounts in the records of the Bank and thus falsified the records of the Bank".

Before issuing the former chargesheet the workman was given a show cause notice and the explanation submitted by her was not found satisfactory to the management. The management therefore ordered domestic enquiry and appointed

Sri Dwarakanath who was at that time the Assistant Personnel Manager, Industrial Relation Department at Trivandrum. The workman participated in the enquiry throughout and the enquiry officer found the workman guilty of the charges. Accepting the findings of the enquiry officer the management initiated the present punishment or dismissal.

3. The workman has filed a detailed claim statement and the contentions are briefly as under: The workman while holding the post of Special Assistant in the Divisional Office of management at Trivandrum was placed under suspension as per order dated 17-7-1991. Before that she was required to give explanation and she has submitted explanation requesting the records pertaining to the charges to be made available for perusal. Records were not made available at Trivandrum and she was directed to peruse the records at Ernakulam. Thereupon the enquiry was ordered. The request of the workman for access to 27 items of records in the enquiry was not considered. Thus the enquiry is vitiated by non-observance of the principles of natural justice. In the enquiry the charges were not proved on the basis of relevant and admissible evidence. Even then the enquiry officer found that the workman is guilty of the gross-misconduct of doing acts prejudicial to the interest of the Bank. Though she has submitted detailed reply after getting the enquiry report, she was dismissed from service. The appeal filed by her was also dismissed. The dismissal is illegal, improper and unlawful. The claimant was forced to submit written statement of defence without perusing the material documents which were not made available by the management. Reasonable opportunity was thus denied causing serious prejudice to her. Non-production of the records during the course of the enquiry also deprived her of reasonable opportunity. The findings of the enquiry officer are not based on proper evidence. The management did not examine concerned officers in the enquiry. The management also did not bring the persons connected with the accounts which the workman allegedly closed. The requisition letter of the account holders were also not produced though requested by the workman. The workman has prepared slips for transfer of accounts only upon receipt of instructions from the officer in charge. The claimant carried out the instructions of the officer-in-charge. The enquiry officer failed to note this aspect and held the claimant responsible which finding is faulty. The fault of officers and their negligence were treated lightly by the enquiry officer. With regard to the closure of SB Account of M/s. Padma the ledger did not give any indication at that time regarding the death of the account holder as contended by the management. The relevant documents regarding the closure of permanent accounts are in the possession of SB department in charge. The workman has only prepared slips as per instructions and he cannot be made responsible for the wrong payment. As there was no regular staff posted in matured deposit section the claimant was forced to do clerical work also. Not even the officer who sanctioned the closure of account and withdrawal of amounts was examined by the management. All the actions alleged on the part of the claimant were properly sanctioned by the superior authorities. There is absolutely no evidence in the enquiry to prove that signatures were forged. The findings of the enquiry officer based on conjectures and surmises is not sustainable in law. It is also contended that both the Disciplinary Authority and the Appellate Authority have erred in upholding the findings of the enquiry officer and imposing the punishment on the workman. According to her she is not guilty of the charges levelled against her and she is therefore entitled to be reinstated in service with all benefits.

4. The management while opposing the claim of the workman has filed a very detailed reply statement and the contentions are briefly as under: The reference is not maintainable and is bad in law. The management has held a fulfilled domestic enquiry in respect of the charge levelled against the workman adhering to the principles of natural justice equity and good conscience. Sufficient opportunity was provided to the workman to adduce evidence and to examine and cross-examine witnesses. There was no violation of any principles of natural justice. The workman was employed as Special Assistant with effect from 20-10-1984 to 3-1-1987 at Trivandrum local branch and while so she had unauthorisedly and illegally done the acts which resulted in the chargesheeting. While doing so she has misappropriated the money belonging to the Bank and its customers and also falsified various records of the Bank. She has done the acts without prior

approval of the Bank Manager as required under the rules. The request of the workman immediately on receipt of the chargesheet for the documents was considered by the management and entire set up photo copies of documents relied on by the management were handed over to her. The request of the workman to produce 27 items of records was for records which were only non-existent records. The charge against the workman was to the effect that without obtaining the requisite closure application of account holders and without any authorisation she had withdrawn and misappropriated money. The closure application/authorisation letters sought for by her did not exist at all. The credit and debit slips, signature card and other connected documents required by her were missing which happened when the claimant was holding the supervisor post. In fact non-existence and missing of such documents formed part of the chargesheet. The position was explained during the course of the enquiry and thereafter the workman did not raise any objection or protest against the non-production of the documents during the enquiry and she had participated in the enquiry fully. She was thus not deprived reasonable opportunity. The enquiry officer only after assessing the evidence adduced by both sides and after application of mind came to the conclusion that the workman had misappropriated amounts and the charges levelled against her stood proved. The misconduct committed by the workman was grave and serious and she merited the punishment of dismissal which is commensurate with the gravity of the misconduct. Both disciplinary authority and appellate authority passed orders after considering the entire evidence in the enquiry and affording opportunity to the workman of being heard. It is not necessary for the management to examine or produce all the witness when the allegations could be proved with the available evidence. The evidence of MW1 and MW2 in the enquiry stands unchallenged and are sufficient to prove the misconduct of the workman. With regard to some of the acts of the workman the enquiry officer had given the benefit of doubt to her on the ground of absence of convincing evidence. Even if the officers were at fault as alleged by the workman the conduct and act of the workman will not stand obliterated. The handwriting of the workman on the documents and other connected records sufficiently proved beyond doubt the charges levelled against her. The deep involvement of the workman in respect of unauthorised closure of accounts is proved beyond doubt. The available documents proved beyond doubt the involvement of the claimant in her unauthorised acts and misconducts as revealed by the handwriting and signature of the workman in the connected documents. All the allegations of the workman is denied by the management. According to the management the findings of the enquiry officer are just, fair, reasonable, legal and valid. The management has imposed the punishment only on a careful consideration of all the aspects of the matter and the action of management is fully legal. According to the management the workman is not entitled to any relief.

5. In view of the rival contentions regarding the validity of the domestic enquiry that point was considered as a preliminary issue by this Tribunal. The enquiry officer was examined as MW1 and the enquiry file containing the deposition of witness, findings of the enquiry officer chargesheet etc. was marked as Ext. M1. The enquiry documents relied on by the enquiry officer were separately marked as Ext. M2-series.

6. The attack against the enquiry is mainly centered on the allegation of non observance of the principles of natural justice. According to the learned counsel for the workman the enquiry is vitiated on that ground alone. The argument advanced is that the request of the workman for making available the records pertaining to the charges for perusal and copying at Trivandrum was not allowed but the claimant was directed to peruse the records at Ernakulam. The management on 10-1-1992 handed over the entire set of photo copies of documents relied on by him. She had submitted the written statement of defence on 31-1-1992 only and she had no case of not able to prepare defence for want of documents. In the absence of any such case and on the fact that the workman had filed her defence statement about one month after receipt of the photo copies of documents there is no justification to hold that prejudice has been caused to her.

7. The next argument is that the request of the claimant for access to 27 items of records during the course of the

enquiry was also not heeded to by the management and till the completion of the enquiry not even a single document was made available for perusal. It is evident from page 5 and 6 of the enquiry report in Ext. M1 file that the management representative has given explanation for the non production of the documents which was accepted by the enquiry officer. As a matter of fact the charges against the claimant were to the effect that without obtaining the requisite closure applications of the account holders and without any authorisation the claimant had closed the accounts, withdrawn the money and misappropriated it herself. That itself shows that the closure application/authorisation letters sought for by the claimant as items 1 to 27 did not exist. No such applications were issued by the account holders according to the management. Further the credit and debit slips, signature card and other connected documents in respect of the said accounts as requested by the workman were missing and that is also part of the charges levelled against the workman. It is pertinent to note that the workman was employed as Special Asstt. and she was supervisor in charge of various departments during the period from 20-10-1984 to 3-1-1987 and the records sought for by her were missed during that period. That may be the reason that the non-existence/missing of documents was part of the allegations made in the chargesheet. So the request of the workman for production of such documents can only be considered as a calculated move to escape from the charges levelled against her knowing fully well that such documents did not exist. Further the workman was supplied with copies of all the documents relied on by the management and the enquiry officer has concluded his findings on the basis of such documents and oral evidence of management witnesses. It is also pertinent to note that after the explanation of management representative regarding the non production of the said 27 items the workman did not further raise any objection in proceeding the enquiry for want of such records and she had fully participated in the enquiry throughout. Therefore the argument that she had been deprived of reasonable opportunity to put forth her defence effectively can only be considered as an afterthought and is misleading. In these circumstances I am not persuaded to hold that the enquiry is vitiated for the non observance of the principles of natural justice.

8. The charge in brief against the workman is that she had closed/allowed withdrawals of 32 dormant/inoperative accounts without permission of the depositor and authority and misappropriated amount after crediting the amount in some other account which were totally unconnected with the depositors account. The enquiry officer has considered each account separately and on the basis of records and oral evidence came to his conclusion which is evident from the enquiry report which is part of Ext. M1 file. The proceeds of the accounts closed unauthorisedly were credited to the account of Sri. Surendran Nair who was introduced by the workman herself. That account was totally unconnected with the depositors accounts and the amounts were allowed to be withdrawn by the workman herself. I shall state below the findings of the enquiry officer regarding certain accounts to understand the manner which the enquiry officer dealt with the charges and also the gravity of the misconduct alleged against the workman. In respect of P. D. Account No. 1174 of Kumari Rajashree Warriar it was found by the enquiry officer that the depositor had died on 8-7-1975 which was recorded in the books of the Bank. In such an event the requisition of the party for closure of the account does not arise and the allegation of the workman that the account was closed at the instance of the depositor is breft of truth. The workman has not established that Sri. Surendran Nair alleged as the beneficiary to the above said account is in any way connected with the said deposit. According to the worker with regard to the P. D. Account No. 486 of Sri. P. V. Muthu Kumar she was instructed by the officer in charge for closure. But no evidence has been adduced in the enquiry to that effect. Further slips were prepared for transfer to the S. B. Account of Sri. Surendran Nair and the debit voucher was prepared by the workman herself in her own handwriting and authorised the same. In respect of the Dormant Adarsh Account No. 1212 in the name of Sri. T. G. Sreedharan the enquiry officer had given the benefit of doubt to the workman on account of absence

of convincing evidence. In respect of the Dormant deposit Account No. P. D. 995 in the name of Sri. Muhammadaly the allegation of the claimant was that the entries were made as advised by the Departmental Head in charge. But no evidence has been adduced to prove the same. Even if the officers were at fault the action of the workman will not stand obliterated as the handwriting of the workman on the documents sufficiently prove the charge levelled against her which was rightly found by the enquiry officer. With regard to the S. B. Account No. 568 in the name of Mrs. Padma the contention of the workman is that S. B. Account did not given any indication that the account holder was dead at the time of closure of the account. But the notings regarding the depositors death before the entry dated 1-7-1968 and the unauthorised closure of the account was made by the claimant only on 19-11-1986. That itself shows that the contention of the workman is false. The workman has a contention that the opinion of the handwriting expert was required cannot be accepted as the depositor herself was dead more than 20 years back. So the findings of the enquiry officer in respect of the above accounts are fully supported by legal evidence and are fair, reasonable and proper.

9. In respect of dormant account in the name of S/s. Sankaran and Madhavan Nair the enquiry officer has elaborately considered and found the workman guilty mainly on the ground that the slips were prepared and authorised for payment by the workman alone and she alone received the cash based on forged letter of authority. In respect of other accounts also the enquiry officer has analysed the evidence both oral and documentary separately and arrived at his findings. The evidence of MWs 1 and 2 in the enquiry and the documents produced by the management proved beyond doubt the involvement of the workman in the unauthorised acts and misconducts as revealed by the handwriting and signature of the worker in the connected documents.

10. The evidence of MW1 and MW2 in the enquiry clearly support the case of management. MW1 has deposed that the workman had made debit entries in the dormant matured deposit account, document interest payable lodgers, S. B. Ledgers that she had prepared and authorised debit vouchers that she had authorised for payment in stamp receipts and that various records contained the handwriting of the workman. That statement of MW1 remains unchallenged also. The workman had closed dormant account and refund the proceeds without the knowledge of the branch manager as found by the enquiry officer and she has not proved that she was authorised to do so by the branch manager. The evidence of MW2 fully supported the evidence of MW1. Both MW1 and MW2 have confirmed in the enquiry that the debit vouchers were authorised by the workman and she alone received the payments based on the signature appearing on the receipt and that during that time she was supervisor in charges of the department. The management has proved the charges through MW1 and MW2 and the enquiry officer has rightly accepted their evidence for his findings. On the basis of the evidence of MW1, MW2 and other documentary evidence the enquiry officer has stated in detail the modus operandi adopted by the worker in misappropriating money which led to the issuance of charge sheet to the workman.

11. On behalf of the workman it is contended that the management has not examined the concerned officers to prove the allegations against the workman. The management has examined 2 of their officers and produced the available documents. No doubt the management has not examined any of the account holders in the enquiry. As stated above the management has proved the charges through MW1 and MW2 and the enquiry officer on the basis of the available evidence and on application of mind came to conclusion that the workman is guilty of the charges. If any other person had to be examined the workman was afforded every opportunity to do so. But no attempt has been made in the enquiry to cite or examine any of the persons or account holders to prove the defence case. Therefore the present argument that the findings of the enquiry officer are not supported by legal evidence for the non examination of some other officers is devoid of merit.

12. The enquiry officer as MW1 has deposed before this Tribunal that the management representative has given

explanation in the enquiry for the non production of the 27 items of documents required by the workman. The explanation is recorded in page 5 and 6 of the enquiry proceedings. The explanation was that some of the closure applications required by the workman were not given by the account holders, some account holders were deceased at the time of closure of the account and therefore closure application forms from such persons does not arise and that the slips and signature cards were missing as alleged in the chargesheet. MW1 has categorically deposed that the employee has not questioned this matter further. It is also pertinent to note that after the explanation of the management representative regarding the non production of the documents in the enquiry the workman participated in the enquiry throughout without any protest of objection. She was allowed to be represented by representative of her own choice. These circumstances also negative the contention that the non production of the 27 items of documents caused much prejudice to the workman and that she could not defend her case properly. Further the enquiry cannot said to be vitiated on this ground.

13. As stated above the enquiry officer has conducted the enquiry after affording full and sufficient opportunity to the workman. Copies of all the documents relied on by the management were given to the workman even before the commencement of the enquiry. The enquiry officer has considered each and every item separately and elaborately on the basis of both oral and documentary evidence and came to the conclusion. There are no allegations of any victimisation or unfair labour practice. There is also no allegation that the management or the enquiry officer or any of the officers of the management were in enmity with the workman. In these circumstances I have no hesitation to hold that the enquiry has been conducted fully in compliance with principles of natural justice and is supported by legal evidence.

14. In the result, I hold that the domestic enquiry conducted regarding the charges against the workman is proper, legal, just and the enquiry findings are fully supported by legal evidence.

III. The question now remains for consideration is regarding the quantum of punishment. The contentions advanced on behalf of the management is that the punishment imposed is grossly disproportionate to the nature of the charge and the punishment of dismissal has caused considerable hardship and suffering to the worker as she was to retire on superannuation in March 1996 only. It is also contended that both the disciplinary authority and appellate authority have erred in upholding the findings of the enquiry officer and imposing punishment. As stated earlier the enquiry officer properly found the workman guilty of the charges. It is evident from the proceedings of disciplinary authority and appellate authority that both the authorities properly applied their mind before awarding and confirming the punishment. Considering the gravity of the misconduct committed by the workman the punishment of dismissal is only commensurate with the gravity of the misconduct. Further the workman being an employee of a Nationalised Bank which carries on financial business/transactions and works on mutual faith should not have committed such a misconduct. If such a workman is allowed to continue in a public sector Bank it will definitely affect the discipline among other employees and there will be chances for recurrence of such misconduct by other employees. Further that will affect the image of the management Bank in the public which ultimately will affect the very business of Bank. Considering the totality of circumstances I am of the view that the punishment imposed is only a fit one and that the management in imposing the punishment has taken care to avoid repetition of such misconduct in the Bank. The question whether the worker was to retire on a future date and her early dismissal in 1993 has caused hardship and suffering are not justifiable grounds for interfering with the punishment. There are no justifiable grounds to interfere with the punishment of dismissal. I accordingly hold that the punishment imposed on the workman is only proper and commensurate with the gravity of misconduct proved against the worker.

IV. In the result, an award is passed holding that the action of the management of Syndicate Bank, Trivandrum in dismissing Smt. D. Lalithambuja Kumari, Special Asst. from service with effect from 27-10-1993 is legal and justified and therefore she is not entitled to any relief in this reference.

C. N. SASIDHARAN, Industrial Tribunal

APPENDIX

Witness examined on the side of the Management.

MW1. Sri. M. S. Dwarakanath.

Documents marked on the side of the Management.

Ext. M1. Enquiry file containing, statement of witnesses and findings of the enquiry officer.

M2. Series (140 Nos.) Photostat copies of Adarsh deposit ledger, Pigmy deposit ledger, dormant matured deposit ledger etc.

नई दिल्ली, 26 दिसम्बर, 1996

का.अ. 126.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार देना बैंक के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 24-12-96 को प्राप्त हुआ।

[संख्या एल-12012/115/91/अर्द्ध.आर.बी. II]

सनातन, डेस्क अधिकारी

New Delhi, the 26th December, 1996

S.O. 126.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947); the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 24-12-1996.

[No. L-12012/115/91/IR (B-II)]

SANATAN, Desk Officer.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 23 of 1991

PARTIES :

Employers in relation to the management of Dena Bank
AND
Their workmen.

PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

APPEARANCE :

On behalf of Management—Mr. N. K. Rakshit, Advocate.

On behalf of Workmen—Mr. A. C. Chattopadhyay,
Advocate with Mr. N. Rakshit, Advocate.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L-12012/115/91-IR (B-II) dated 1-8-1991 the Central Government in exercise of its powers under Sections 10(1)(d) and (2-A) of the Industrial Disputes Act,

1947, referred the following dispute to this Tribunal for adjudication :

"Whether the claim of Dena Bank Employees Association (WB) that Shri Tirtha Mohan Das, Driver was an employee of Dena Bank is correct ? If so whether the action of the management of Dena Bank in not regularising his services is justified ? What relief if any, is the workman entitled to ?"

2. The case was reserved for Award. A petition is however filed after conclusion of the argument and before the Award is delivered signed by the General Secretary of the Union which has sponsored the case of the workman and signed by the workman Sri Tirtha Mohan Das carrying the signature of the learned counsel for the workman, namely Sri Ajit Chandra Chattopadhyay, in token of witnessing the signatures, stating therein that on the assurance of the management to consider the case of the workman for appointment into the service of the Bank only after withdrawal of all cases pending before the conciliation machinery, Industrial Tribunals, Courts and other forums. In such view of the matter, the workman did not want to press this reference and pray that a "No Dispute" Award be passed in the case. This petition bears an endorsement of "No objection" from the learned counsel appearing for the management.

3. The petition encloses alongwith, a xerox copy of the letter from the Assistant General Manager, Dena Bank, Calcutta Regional Office, 225-C, A.I.C. Bose Road, Calcutta addressed to the workman Sri T. M. Das, stating therein that the Head Office of the Bank have considered him for recruitment as subordinate staff in the service of the Bank for which they require Sri Das to submit certain papers in duplicate for necessary action. The xerox copy of this letter dated 16 November, 1996 is marked Annexure-A to the said petition.

Another xerox copy of the letter dated 21 November 1996 marked Annexure-B to the said petition is also filed showing that the Assistant General Manager of the Bank had written a letter to Sri Dass, referring to his application for appointment after subsequent medical check-up for ascertaining his fitness. It has been stated therein that for taking further action for appointment, the workman was advised to withdraw all cases pending before the conciliation machineries. Industrial Tribunals, Courts and other forums for settling his claim with the Bank. In reply to which the General Secretary of the Dena Bank Employees Association had written to the Assistant General Manager of the Bank on 23-11-1996 undertaking to withdraw all pending cases before the conciliation machinery, Industrial Tribunal (Central Government), filed against the Bank in relation to Sri T. M. Das, the present workman referring to Reference No. 23 of 1991. A xerox copy of the letter dated 23-11-1996 is marked Annexure-C.

Sri Tirtha Mohan Das, the workman himself referring to the letter of the management dated 21st November 1996 (Annexure-B) had undertaken to withdraw the pending cases filed by him against the Bank. Xerox copy of his letter dated 23 November 1996 is filed as Annexure-D to the petition.

4. From these correspondence I feel that there is bonafide in this petition made by the workmen's Association and accordingly I pass a "No Dispute" Award as prayed for by the parties.

The reference is disposed of accordingly.

Dated, Calcutta,

The 28th November, 1996

K. C. JAGADFB ROY, Presiding Officer.

नई दिल्ली, 26 दिसम्बर, 1996

का.आ 127.--औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ोदा के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 23-12-96 को प्राप्त हुआ।

[संख्या एन-12012/271/93/आई.आर.(बी-II)]

सानान, डैस्क अधिकारी

New Delhi, the 26th December, 1996

S.O. 127.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 23-12-1996.

[No. L-12012/271/93-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR, KANPUR
Industrial Dispute No. 17 of 1994

In the matter of dispute :

BETWEEN

Anil Kumar Savita
C/o Kumari Minu Soni
118/78 Kaushalpuri
Kanpur.

AND

Regional Manager
Bank of Baroda
Kaushalpuri
Gumti No. 5
Kanpur.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/271/93-IR (B-II) dated 22-2-94, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Bank of Baroda, Kanpur in terminating the services of Sri Anil Kumar Savita, Ex-peon with effect from 10-9-91 is justified ? If not, what relief, is the workman entitled to ?

2. The concerned workman Anil Kumar Savita, in his claim statement has alleged that he was appointed as peon on 30-4-86 at Gumti No. 5 Branch of the opposite party Bank of Baroda as daily rated worker, being paid at the rate of Rs. 29.20 paise per day. He continued to work upto 9-9-91 when his services were abruptly brought to an end on 9-9-91. In one year preceding the date of termination he had worked for more than 240 days. As no retrenchment compensation and notice pay was given his termination is bad being in breach of Section 25-F of Industrial Disputes Act, 1947 and Sections 25-G and 25-H of I. D. Act.

3. In the written statement in the first place the management has alleged that there has been undue delay in seeking reference. Thus reference is bad. Further in para 188 of the written statement it was specifically conceded that the workman had worked as casual labour to meet the exigencies of work. However, he did not complete 240 days in a year at any time. It is also denied that there any breach of Sections 25-F G and H of Industrial Disputes Act, 1947.

4. In the rejoinder nothing new has been alleged.

5. In support of his claim, the concerned workman has examined himself as Anil Kumar Savita and has stated that he had worked from 30-4-86 continuously upto the date of

termination. In his cross-examination he has stated that he was not issued any appointment letter. He has denied the suggestion that he had never worked at all in the opposite party bank.

6. In rebuttal Pankaj Srivastava has alleged that the concerned workman had never worked with the opposite party.

7. Besides the concerned workman has filed Ext. W-1 and W-2. W-1 is the certificate to show that he belong to backward class. Ext. W-2 is the letter dated 29-4-86 by which the concerned workman was called by the opposite party Bank of Baroda to meet them.

8. I am not inclined to accept the evidence of Pankaj Srivastava that the concerned workman has never worked with the bank as management themselves have admitted in para 188 of their written statement that the concerned workman had worked for some times. Perhaps the management had taken this palpable wrong stand to avoid filing of evidence like payment vouchers and attendance register. Any way since this fact has been admitted by the opposite party bank, it is held that the concerned workman had worked as peon as daily rated hence, this point is decided against the management.

9. The concerned workman in his evidence has stated that he had worked for more than 240 days in a year before his retrenchment. This fact has not been denied by Pankaj Srivastava witness of the management at all. I am inclined to draw adverse inference against the opposite party Bank of Baroda as they have failed to file payment vouchers and copy of attendance register which would have been with them specially when they had admitted in written statement that the concerned workman had worked for some time. Hence I believe the un rebutted statement of the concerned workman that atleast he had completed 240 days in a year preceding the date of his retrenchment.

10. Admittedly no retrenchment compensation and notice pay has been given to him, hence there has been breach of Section 25-F of Industrial Disputes Act. This in turn renders the retrenchment bad in law. There is no reliable evidence on the side of the concerned workman to prove that there has been breach of Sections 25-G and H of Industrial Disputes Act, hence this point is decided against him.

11. In the end my award is that retrenchment of the concerned workman being in breach of Section 25-F of I. D. Act is bad in law. As there is no inordinate delay in seeking reference, the concerned workman is entitled for reinstatement with back wages at the rate at which he was getting his wages at the time of retrenchment.

12. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 1996

का.आ. 128:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 मुम्बई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 17-12-96 को प्राप्त हुआ था।

[मं. एल-31011/23/90-आईआर (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

24 GI/97—10.

New Delhi, the 20th December, 1996

S.O. 128.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workman, which was received by the Central Government on 17-12-1996.

[No. L-31011/23/90-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.
Reference No. CGIT-1/24 of 1991

PARTIES :

Employers in relation to the management of Bombay Port Trust

AND

Their workmen.

APPEARANCES :

For the Management—Shri Nabar, Advocate.

For the Workman—Shri S. R. Wagh, Advocate.

STATE : Maharashtra

Mumbai, the 2nd day of December, 1996

AWARD

Shri S. R. Wagh for union. Shri Omesh Nabar for management.

Shri Nabar states that he has filed his authority. Shri Nabar has submitted an application purporting to have been signed by Financial Adviser and Chief Accounts Officer of the management, wherein it has been expressed that the management has no objection to withdraw the impugned notice. Shri Nabar states he hereby withdraws notice No. L-GEE/A/2184 dated 21-6-89. In view of this statement, Shri Wagh states that the dispute stands settled and a no dispute award be made.

I find that the stand of both the sides is just, fair and proper. Hence, I pass a 'no dispute' award. The matter stands disposed of accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 24 दिसम्बर, 1996

का.आ. 129.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 12) की धारा 17 के अनुसरण में केन्द्रीय सरकार एक सीआई के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद नं० 1 के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 23-12-96 को प्राप्त हुआ था।

[संख्या एल-22012/154/एफ/92-आईआर. (सी-II)]

एस. रविश अली, डेस्क अधिकारी

New Delhi, the 24th December, 1996

S.O. 129.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award

of the Central Government Industrial Tribunal, Dhanbad No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 23-12-96.

[No. L-22012/154/F/92-IR-C-II]

S. RAVISH ALI, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10
(1)(d) of the Industrial Disputes Act,
1947.

Reference No. 108 of 1992

PARTIES :

Employers in relation to the Management of
Food Corporation of India Ltd.

AND

Their Workmen

PRESENT :

Shri Tarkeshwar Prasad, Presiding Officer

APPEARANCES :

For the Employers—Shri Arabinda Sethi,
Asstt. Manager (G).

For the Workmen—Shri V. Kumar, State Jt.
Secretary.

STATE : Bihar INDUSTRY : Food

Dated, the 12th December, 1996

AWARD

By Order No. L-22012/154/F/92-I.R.(C-II), dated 1-10-1992 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-Section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the Management of Food Corporation of India, in retrenching Shri Hari Nandan Prasad, Ex-Casual Workman, in contravention of Section 25-F of the I.D. Act, 1947 and denying reinstatement with full back wages and regularisation of his service is legal and justified ? If not to what relief the concerned workman is entitled to ?”

2. The workman and the sponsoring union appeared and filed written statement stating therein that the concerned workman was working in F.C.I. at Food Storage Depot, Jashidih from 1-6-1980 till 28-2-1983 and completed more than 240 days service within 12 calendar month. But

he was stopped work from 1-3-83 without any notice, notice pay and compensation which was illegal and contravention of Section 25-F of the I.D. Act. After his retrenchment he filed number of representations to the management for his reinstatement in Class-IV workman but it was not considered. It is also said that vide Circular dated 6-5-87 the management was to regularise the services of all casual workmen who have completed more than 90 days on or before 2-5-86 and in pursuance of this notification a number of casual workmen were regularised in their services but the case of the concerned workman was not considered which was quite illegal and unjustified. It was therefore prayed that his service be regularised from the date of retrenchment with full back wages as regular Class-IV workman.

3. The management appeared and filed written statement-cum-rejoinder, stating inter alia, that the reference was not maintainable and that the Food Corporation of India is a statutory body created under the provision of Food Corporation Act, 1964. It is said that District Managers of F.C.I. work under the control of Sr. Regional Manager who are under control of Zonal Manager and that the District Managers are empowered to engage casual worker only upto 7 days and for period more than that they must take permission from Sr. Zonal Manager or Zonal Managers with justification and any appointment, violating this provision is illegal and void ab-initio. It is said that a Circular was issued by the management dated 2-5-86 drawing attention of different officers of the management in this regard which was in continuation of Circular No. 33 dated 26-3-80. It was also made clear that any District Manager contravening to provision of that would liable for disciplinary action in case of employment of casual workers.

4. It is further said that the concerned workman was engaged as casual workman on 1-6-80 by Sri S. N. Kumar, Junior Engineer posted at Food Storage Godown when construction work was going on there and he was not competent authority to engage casual worker nor there was necessity for engagement of such casual workman. It is said that on enquiry it was found that the concerned workman was from the same village of S. N. Kumar, Junior Engineer and benign co-villager Sri Kumar engaged him as workman to carry on his personal job and as such the initial engagement of the concerned workman was illegal and without any jurisdiction. It is said that there was no any such necessity to engage casual worker at Jashidih and that the management has no responsibility for any such casual worker who secures employment in collusion with some interested persons or officers. It was also said that as per principle of law a temporary casual or ad-hoc employee can be regularised if there was permanent vacancy and if his initial appointment was

through Employment Exchange and not through back door method and the concerned workman did not fulfil the conditions of regularisation, so he was not entitled for demand his regularisation. It is also said that the workman has claimed of his discontinuance from 1-3-83 and has claimed of completing 240 days attendance within 12 calendar month but this contention is without any basis and any workman so entered through back door method was not entitled to claim protection of under Section 25-F of the I.D. Act, 1947. It is also said that this engagement of casual worker employed for construction work was stopped from work on completion of such work and it would not be retrenchment. It is finally said that the concerned workman is not entitled for any relief as claimed and his employment and continuance at FCI Godown was illegal and void.

5. By way of rejoinder the contention of the workman as given in his written statement has been refuted and denied by the management specifically and parawise and it is said to be not fully correct and incorrect and the same has been denied. It is also said that he was not entitled for any relief as claimed.

6. A rejoinder has also been filed to the written statement of the management denying the contention of the management specifically and parawise and the same is said to be incorrect and denied and it is prayed that the award be passed in favour of the workman.

7. On the basis of pleadings of the parties as mentioned above the point for consideration in this reference is—

“(a) Whether the action of the management in denying regularisation of the concerned workman is legal and justified ?

(b) If not, to what relief or reliefs the workman is entitled ?”

7. Both the points being inter-linked are taken together for their consideration.

8. I find that the management has examined only one witness, MW-1—Jai Gopal Saha, the then Depot Incharge at Joshidih from the period 1979 to November, 1983. He knew Sri S. N. Kumar who was Junior Engineer there and looking after construction work and minor building works. He has also told that some repairing work was going on at the godown at that time, but no construction work was going on. He did not know that the concerned workman was working there nor he was engaged by him as casual labourer and vide Fxt. M-1 neither he nor Junior Engineer was entitled to engage casual workman and he did not make any payment to the workman nor he was removed from service by him. In cross-examination he has stated that Engineering

cadre and Depot Cadre are seperate and engineering cadres are looked after by Dy. Manager and is not under Depot Incharge and any bill relating to construction work is prepared by Junior Engineer or Asstt. Engineer and is produced before Dy. Manager, Engineering for passing the bill and for engaging a casual worker or Raj Mistry for construction work consent of Depot Incharge is not required. He has further admitted that the bill of Class-IV workers in F.C.I. is drawn and disbursed by the District Manager and after passing of the bill by District Manager payment is made to the workmen. He could not say that the concerned workman was engaged and payment was made by the District Manager. However, he has proved six bills prepared by Sri S. N. Kumar, Junior Engineer and payment was made to the concerned workman and he put his signature on all the bills which have been marked Exts. W-1 to W-15. He has denied that there was concealling the facts and adducing falsely.

A circular of the Department dated 14-5-86 has been filed whereby engagement of casual workers for more than 7 days was restricted. There is no other witness or document filed on behalf of the management.

9. The workman has examined himself as WW-1 and has supported his case as given in written statement and has proved the signature of S. N. Kumar on his six bills and already marked Exts. W-1 to W-15 and in cross-examination he has stated that he could not say the name of the officer who engaged him at Joshidih Depot and he had come search of work in Joshidih and on enquiry he could know that there was work in FCI and he went there and was engaged for work. He used to clean the godown and engineering work of the depot was done by contractor and monthly payment was made to him from the godown and not by the contractor. He could not say as to who was bill passing officer but his bill was sent to District Office for payment. He denied that the payment was not made to him by the F.C.I. management. WW-2—Ram Laxhan Prasad is another witness who is engaged at Regional Office of FCI and has stated that monthly statement showing sanctioned post, working persons and existing vacancies are sent to the Head Quarter by the Regional Officer of FCI in respect of Class-IV and Class-III posts. He has proved one chart under the signature of Sri S. Bagchi, Asstt. Manager (Personnel), Patna Regional Office which is marked Ext. W-2. He has also proved one circular dated 6-5-87 marked Ext. W-3 and has further stated that after 1985 about 70 to 75 similarly situated casual workers were regularised in his Regional Office as Watchmen and even 2 to 3 months back 5 to 6 similar casual workers were regularised. In cross-examination he has stated that he was not dealing the file of workmen being regularised after 1985 and he did not remember all

provisions of Circular dated 6-5-87. He has denied that he was adducing falsely.

10. Some documents have been filed on behalf of the workmen. Ext. W-1 series and six bills by which payment was made to the concerned workman from the month of June, 1980 to February, 1983. Ext. W-2 is statement showing vacancy position as on 31-8-94 of Bihar Region and Ext. W-3 is circular dated 6-5-87 issued by the management and by clauses 3 and 4 of the said circular casual workers having completed three months of service as on 3-5-86 and possessing requisite qualification were to be regularised in Class-III and IV post and age limit was to be relaxed by the competent authority.

11. While arguing the case it has been submitted on behalf of the workman that the workman was engaged as temporary casual worker and has worked from 1-6-82 to 28-2-83 and had completed more than 240 days in 12 calendar month and as per circular of the department vide Ext. W-3 he had initially completed more than 90 days of service with the management and was possessing requisite qualification for being regularised in Class-IV watchman and it is also submitted that as per Ext. W-2 there are number of vacancies still existing in Class-IV grade as on 31-8-94. So far plea of the management that no casual worker could have been engaged for more than 7 days and if so engaged disciplinary action would be taken against the concerned authority but it is said that from Ext. W-1 series it is clear that he was engaged in construction Division on June 1980 for construction work and his bills were passed by the District Manager, Bhagalpur and payment was made to him as per bills prepared by S. N. Kumar, Junior Engineer and for being engaged for such a long period and payment being made to him by the competent authority if any irregularity committed action was to be taken against the concerned officer of the management and not the workman. Initially it is pointed out that the concerned workman has completed more than 240 days in 12 calendar month or also came under the provision of 90 days of continuous job and ought to have been regularised as per circular dated 5-6-87 of the management. He was possessing requisite qualification and if any, as per this circular age relaxation has to be relaxed in such case of regularisation and after being terminated from the job from March, 1983 onwards no retrenchment compensation was given to him nor his representation filed with the management for his regularisation was considered. As per evidence of WW-2, 70 to 75 similarly situated casual workmen were regularised in service after 1985 and even 5 to 6 workers were regularised in the year 1994 as per evidence of the workman which has not been refuted by the management. In such case it is submitted that the action of the management in not regularising the

service of the concerned workman despite his representation and oral submission made to the management the action of the management was arbitrary and also unjustified. In all fairness of the matter it is submitted that he should have been regularised in the job with full back wages as he has been victimised for no fault of his.

12. On the other hand, it has been submitted on behalf of the management that in view of Ext. M-1 regularisation of service of the workman did not arise. However, it has been conceded that in view of the circular dated 6-5-87 (Ext. W-2) the services of a number of such casual workmen were regularised. Then nothing satisfactory explanation have been given that why the case of this workman was not considered by the management. The only plea taken in the written statement and in the evidence is that the workman was co-villager of Junior Engineer, Sri S. N. Kumar and he was engaged by the latter out of being co-villager and his engagement was illegal and void. But much stress has been given on Ext. M-1 which is dated 14-5-86. But certainly from perusal of the record it appears that it is also admitted case of the management that the workman was engaged from 1-6-80 onwards when the aforesaid circular Ext. M-1 was not in existence and if any responsibility for such contravention of the provision of Ext. M-1 was it was against the concerned Junior Engineer of District Manager who engaged the workman and for passing his bill and made payment to him vide Ext. W-1 series and certainly for that the workman could not have been held responsible.

13. Another plea has been taken that the claim of the workman was stale for long period and as such it ought not to have been considered in view of the authorities of the Hon'ble Supreme Court in several cases. But it is pointed out on behalf of the workman that he was making representations and oral requests to the management again and again from the date of his retrenchment and after issuance of circular dated 6-5-87 and although cases of similarly situated other workmen were considered by the management and their services were regularised but the case of the concerned workman was not considered nor definite reply was given to him. As such the case could not be said to be stale one as it was in continuing process of making representations to the management by the workman and if any delay has been taken it was only due to oral assurance being given to the workman by the management authorities that his case was under consideration.

14. In this view of the matter I find that this plea of stale claim of the workman could not be taken in the present reference case. I find that certainly the action of the management was arbitrary and discriminatory and for not considering the case of the workman nothing specific and convincing

plea has been taken on behalf of the management rather the document produced on behalf of the workman goes to support his case in view of the own circular of the management and also in the case that he worked for more than 240 days in 12 calendar month he was entitled for regularisation of his service and when cases of similarly situated other workman have been regularised as per evidence of WW-2 which has not been denied by the management then certainly the case of the present workman also ought to have been considered by the management and his claim was quite justified and he was not at fault at all. I do not find any merit in the plea for not regularising the service of the workman and the action of the management can't be said to be justified in any way.

15. Accordingly, both the points are decided in favour of the workman. I further find and hold that the workman is entitled for regularisation from the date of his stoppage from service i.e. 1-3-1983. So far back wage is concerned definitely the workman has not done any work during such long period. Accordingly, it is ordered that payment of back wages at the rate of 50 per cent admissible during the period 1-3-1983 to till his reinstatement be given to him.

16. Hence, following award is passed—

The action of the management of Food Corporation of India in retrenching Shri Hari Nandan Prasad, Ex-Casual Workman, in contravention of Section 25-F of the I.D. Act, 1947 and denying reinstatement and regularisation of his service is not justified. The management is directed to reinstate the concerned workman with 50 per cent of full back wages within two months from the date of publication of the award.

Under the circumstances of the case, there will be no order as to cost.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 1996

का.प्रा. 130.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम प्रवर्तन से मैसर्स जैसा संलग्न सूची में दर्शाया गया है में नियुक्त नियमित कर्मचारियों को 1 अक्टूबर 1994 से 30-9-97 तक की जिसमें यह दिनांक भी सम्मिलित है की अवधि के लिए छूट प्रदान करती है।

2. पूर्वोक्त छूट की शर्तें निम्नलिखित हैं अर्थात् :—

(1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखेगा जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान दिखाय जायेंगे,

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अभिदायों के आधार पर हकदार हो जाते ,

(3) छूट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही किये जा चुके हों, तों वे वापस नहीं किय जायेंगे ,

(4) उक्त कारखाने का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात् "उक्त अवधि" कहा गया है), ऐसी विवरणियों, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम 1950 के अधीन उसे उक्त अवधि की बाबत देती थी,

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित प्राधिकृत कोई अन्य पदधारी :—

(1) धारा 44 की उपधारा (1) के अधीन उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ,

(2) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं , या

(3) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिये गये उन फायदों को, जिसके प्रतिफल स्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं, या

(4) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किही उपबन्धों का पालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए सशक्त होगा :—

(क) प्रधान या अध्यक्षित नियोजक से अपेक्षा करने की वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है,

(ख) ऐसे प्रधान या अध्यक्षित नियोजक के अधिभोगाधीन किसी कारखाने, स्थापन, कार्यालय या

अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करे और उनकी परीक्षा करने दे, या उन्हें ऐसी जानकारी दे, जिसे व आवश्यक समझते हैं, या

(ग) प्रधान या अध्यक्षित नियोजन की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन कार्यालय या अन्य परिसर में पाया जाए या ऐसे व्यक्ति किसी कि जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्ति-युक्त कारण है कि वह कर्मचारी है, परीक्षा करना, या

(घ) ऐसे कारखाने स्थापन कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर लेखा बही या अन्य दस्तावेज की नकल तैयार करना या उससे उद्धरण लेना ।

अनुसूची

क्रमांक फ़ैक्ट्री/संस्थान का नाम

1. आल दी यूनिटस आफ मैसर्स इंडियन आयल कारपोरेशन लि. (मार्केटिंग डिवीजन), नई दिल्ली ।
2. मैसर्स इंडियन आयल बिल्डिंग लि., कलकत्ता और ट्राम्बे ।
3. आल दी यूनिटस आफ मैसर्स भारत हेवी इलेक्ट्रिकल लि., एशिया गैम्स विलेज, सीरी फोर्ट, नई दिल्ली ।
4. मैसर्स सेन्ट्रल इलेक्ट्रोनिक्स लि., साहिबगढ़ (उ.प्र.) ।
5. मैसर्स हिन्दुस्तान फौटो फिल्मस मैनुफैक्चरिंग कं० लि० मद्रास ।
6. मैसर्स पवन हंस लि., नई दिल्ली ।
7. दी धर्माप डिवीजन आफ मैसर्स मिनरल कोरपोरेशन लि., नागपुर ।
8. आल दी यूनिटस आफ मैसर्स सिल्क सेन्ट्रल बोर्ड, बंगलोर ।
9. सेन्ट्रल स्टोरेज एंड सप्लाय डिवीजन आफ मैसर्स नेशनल सीड्स कोरपोरेशन, नई दिल्ली ।
10. मैसर्स हेडीक्राफ्ट्स एंड हेडलूम एक्सपोर्ट्स कोरपोरेशन लि., (मार्केटिंग डिवीजन), नई दिल्ली ।
11. मैसर्स डी.वी.सी. पावर स्टेशन, कुशारधुबी रामगढ़ एण्ड हावड़ा ।
12. मैसर्स गोवा मीट काम्पलैक्स लि., गोवा ।
13. मैसर्स रीजनल रिसर्च लैबोरेटरी, हैदराबाद ।

14. मैसर्स रजिस्टर्ड कारपोरेट ऑफिस थाफ मैसर्स नेशनल टैक्सटाइल कारपोरेशन (एम पी) लि०, इन्दौर
15. कारपोरेट आफिस आफ मैसर्स नेशनल टैक्सटाइल कारपोरेशन (तमिलनाडू एंड पांडेचरी) लि., मद्रास ।
16. मैसर्स इंडियन प्रिक्स एंड इंसुलेशन कं. लि., एंड रांची रोड रिफरेक्ट्रीज प्लांट आफ मैसर्स भारत रिफरेक्ट्रीज लि., रांची ।
17. मैसर्स बरारी लोयाबाद एंड लोदना कोक प्लांट्स आफ मैसर्स भारत कुकिंग कोल लि. ।
18. मैसर्स नेशनल जूट मैनुफैक्चरस कारपोरेशन (हैड क्वार्टर्स आफिस) नेताजी सुभाष रोड, कलकत्ता ।
19. मैसर्स कोचीन रिफाइनरीज लिमिटेड, पोस्ट बैग नम्बर-2 अम्बाला मुगल, इरलाकुलम, केरल ।

(स्पष्टीकरण ज्ञान)

इस मांग में छूट को भूतनक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आदेशन पर कार्यवाही करने के समय लगा था कि किन्तु यह प्रमाणित किता है कि छूट को भूतनक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा ।

[गं. एस-38014/10/94-एस.एस. I]

जन प्रकाश शुक्ला, अवर सचिव

New Delhi, the 30th December, 1996

S.O. 130.—In exercise of the powers conferred by section 88 read with section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of the Factories/Establishments specified in the schedule from the operation of the said Act for a period with effect from 1st October, 1994 up to and inclusive of the 30th September, 1997.

2. The above exemption is subject to the following conditions namely :—

- (1) The aforesaid establishment wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said factory-establishment shall submit in respect of the period during which that factory was sub-

- ject to the operation of the said Act hereinafter referred to as the said period) such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any inspector appointed by the Corporation under Sub-Section (1) of Section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purpose of :—
- (i) verifying the particulars contained in any return submitted under sub-section (1) of Section 44 for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to empowered to :
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
 - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

SCHEDULE

- | S. No. | Name of the Establishment/Factory |
|--------|---|
| 1. | All the Units of M/s. Indian Oil Corporation Ltd., (Marketing Division), New Delhi. |
| 2. | M/s. Indian Oil Blending Ltd., Calcutta and Trombay. |
| 3. | All the Units of M/s. Bharat Heavy Electricals Ltd., Asian Games Village, Siri Fort, New Delhi. |
| 4. | M/s. Central Electronics Ltd., Sahibabad (U.P.). |
| 5. | M/s. Hindustan Photo Films Manufacturing Co. Ltd., Madras. |
| 6. | M/s. Pawan Hans Ltd., New Delhi. |
| 7. | The Workshop Division of M/s. Mineral Corporation Ltd., Nagpur. |
| 8. | All the Units of M/s. Central Silk Board, Bangalore. |
| 9. | Central Stores & Supply Division of M/s. National Seeds-Corporation, New Delhi. |
| 10. | M/s. Handicrafts and Handloom Exports Corporation Ltd., (Marketing Division), New Delhi. |
| 11. | M/s. D.V.C. Power Stations Kumardhuby Ramgarh & Howrah. |
| 12. | M/s. Goa Meat Complex Ltd., Goa. |
| 13. | M/s. Regional Research Laboratory, |
| 14. | M/s. Regd. Corporate Office of M/s. National Textile-Corporation (MP) Ltd., Indore. |
| 15. | Corporate Office of M/s. National Textile Corporation (Tamilnadu & Pondicherry) Ltd., Madras. |
| 16. | M/s. Indian Bricks and Insulation Company Ltd. and Ranchi Road Refractories Plant of M/s. Bharat Refractories Ltd., Ranchi. |
| 17. | M/s. Bararee Loyabad and Lodna Coke Plants of M/s. Bharat Coking Coal Ltd. |
| 18. | M/s. National Jute Manufactures Corporation (Headquarters Office) Netaji Subhash Road, Calcutta-1. |
| 19. | M/s. Cochin Refineries Ltd., Post Bag No. 2, Ambalamugal, Ernakulam, Kerala. |

[No. S. 38014/10/94-SS. I.]

J. P. SHUKLA, Under Secy.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of any body adversely.

नई दिल्ली, 1 जनवरी, 1997

का.प्रा. 131:—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (1/1) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्रा. 2102 दिनांक 25 जून, 1996 द्वारा लोह अयस्क खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 10 जुलाई, 1996 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (1/1) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 10 जनवरी, 1997 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस०-11017/12/85-डी-1(ए)]

हरीचन्द्र गुप्ता, अवसर सचिव

New Delhi, the 1st January, 1997

S.O. 131.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S. O. No. 2102 dt. 25th June, 1996, the iron ore mining industry to be public utility service for the purposes of the said Act, for a period of six months, from the 10th July, 1996.

And, whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of the clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 10th January, 1997.

[No. S-11017/12/85-DI(A)]

H. C. GUPTA, Under Secy

नई दिल्ली, 7 जनवरी, 1997

का.प्रा 132.—यतः मैसर्स बलुसरी बैनिफिट चिट फंड (प्रा.) लिमिटेड चेन्नई (इसके प्रागे जहाँ कहीं भी उक्त स्थापना शब्द का प्रयोग हो, इससे अभिप्राय उक्त स्थापना से है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध

अधिनियम 1952 (1952 का 19) इसके प्रागे उक्त अधिनियम के नाम से निर्दिष्ट की धारा 17 की उपधारा (1) के खण्ड (क) के अन्तर्गत छूट प्राप्त करने के लिये आवेदन किया है।

यह केन्द्र सरकार की राय में उक्त स्थापना के कर्मचारियों के लिये तैयार किए गए भविष्य निधि नियमों में अंशदान की दर उक्त अधिनियम की धारा 6 में उल्लिखित कर्मचारी अंशदान की दर से कम नहीं हैं तथा इसके कर्मचारियों को मिलने वाले भविष्य निधि उक्त अधिनियम तथा कर्मचारी भविष्य निधि स्कीम, 1952 इसके प्रागे जहाँ कहीं भी स्कीम शब्द का प्रयोग किया गया है उससे अभिप्राय उक्त स्कीम से है) में उल्लिखित लाभों से किसी भी प्रकार से कम नहीं है जो इस वर्ग की स्थापनाओं में कार्यरत कर्मचारियों को उपलब्ध है।

अब इसलिये उक्त अधिनियम की धारा 17 की उपधारा एक के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और संलग्न अनुसूची में वर्णित शर्तों के अधीन केन्द्रीय सरकार इसके द्वारा उक्त स्थापना को उक्त स्कीम के सभी उपबन्धों के लागू होने से छूट प्रदान करती है।

अनुसूची

1. उक्त स्थापना से संबंधित नियोक्ता केन्द्र सरकार के द्वारा समय-समय पर दिए गए निर्देश के अनुसार उक्त अधिनियम की धारा 17 की उपधारा (3) के खण्ड (क) में उल्लिखित निरीक्षण के लिये सुविधाएं प्रदान करेगा और ऐसे निरीक्षण प्रभार की अदायगी प्रत्येक माह की समाप्ति के 15 दिन के अन्दर करेगा।

2. न-छूट प्राप्त स्थापनाओं के संबंध में उक्त अधिनियम और उसके अधीन सृजित स्कीम के अन्तर्गत देय अंशदान के दर से स्थापना के भविष्य निधि नियमों के अन्तर्गत देय अंशदान का दर किसी समय भी कम न होगा।

3. पेशगियों के मामले में छूट प्राप्त स्थापना को स्कीम कर्मचारी भविष्य निधि स्कीम, 1952 से कम हितकर नहीं होगा।

4. उक्त स्कीम में कोई भी संशोधन जो स्थापना के वर्तमान नियमों से अधिक लाभकारी हैं उन पर अपने आप लागू किया जाएगा। उक्त स्थापना के भविष्य निधि नियमों में कोई भी संशोधन, क्षेत्रीय भविष्य निधि आयुक्त को पूर्व अनुमति के बगैर नहीं किया जाएगा और जहाँ किसी संशोधन से उक्त स्थापना के कर्मचारियों के हित के प्रतिकूल प्रभावी होने की संभावना है वहाँ अपनी अनुमति से पूर्व, क्षेत्रीय भविष्य निधि आयुक्त, कर्मचारियों को अपने विचार प्रस्तुत करने का उचित अवसर देगा।

5. यदि स्थापना को छूट न दी जाती तो वे सभी कर्मचारी (जैसे उक्त अधिनियम की धारा 2(च) में

निश्चित किया गया है) जो सदस्य बनने के पात्र होते, सदस्य बनाए जायेंगे।

6. जहां एक कर्मचारी जो कर्मचारी भविष्य निधि (कानूनी) या किसी अन्य छूट-प्राप्त स्थापना का पहले से सदस्य है, को अपनी स्थापना में काम पर लगाया जाता है तो नियोक्ता उसे निधि का तुरन्त सदस्य बनाएगा और ऐसे कर्मचारी के पिछले नियोक्ता के पास भविष्य निधि लेखे में संचयों को अंतरित कराने और उसके लेखे में जमा कराने की व्यवस्था करेगा।

7. केन्द्रीय भविष्य निधि आयुक्त के द्वारा अथवा केन्द्रीय सरकार के द्वारा जैसे भी मामला हो, समय-समय पर दिये गये निदेशों के अनुसार भविष्य निधि के प्रबंध के लिये नियोक्ता न्यासी बोर्ड की स्थापना करेगा।

8. भविष्य निधि, न्यासी बोर्ड में निहित होगा जो अन्य बातों के होते हुए भविष्य निधि में आय के उचित लेखों और भविष्य निधि से अदायगियों और उनकी अभिरक्षा में शेषों के लिये कर्मचारी भविष्य निधि संगठन के उत्तरदायी होगा।

9. तथा 10. न्यासी बोर्ड कम से कम 3 माह में एक बार बैठक करेंगे और केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त या उसके द्वारा अधिकृत किसी अधिकारी द्वारा समय-समय पर जारी किये गये मार्ग निदेशों के अनुसार कार्य करेंगे/न्यासी बोर्ड द्वारा रखे गये भविष्य निधि लेखों की लेखा परीक्षा वार्षिक रूप से योग्य सनदी लेखापाल द्वारा स्वतन्त्र रूप से की जायेगी/जहां भी आवश्यक होगा केन्द्रीय भविष्य निधि आयुक्त को अधिकार होगा कि वह किसी अन्य योग्य लेखा परीक्षक से खातों को द्वारा लेखा-परीक्षा कराए और ऐसे पुनःलेखा परीक्षा के खर्च नियोक्ता वहन करेगा।

11. प्रत्येक वर्ष स्थापना के लेखा परीक्षित तुलन-पत्र के साथ लेखा परीक्षित वार्षिक भविष्य निधि लेखों की एक प्रति वित्तीय वर्ष की समाप्ति के छः माह के अन्दर क्षेत्रीय भविष्य निधि आयुक्त को प्रस्तुत की जाएगी। इस प्रयोजन के लिए भविष्य निधि का वित्तीय वर्ष पहली अप्रैल से 31 मार्च तक होगा।

12. नियोक्ता प्रतिमाह भविष्य निधि के देय अपने कर्मचारियों के अंशदान को आगामी माह की 15 तारीख तक न्यासी बोर्ड को अंतरित कर देगा। अंशदानों की विलम्ब से अदायगी करने के लिए समान परिस्थितियों में नियोक्ता नुकसानी देने का उसी प्रकार उत्तरदायी होगा जिस प्रकार एक न छूट प्राप्त स्थापना उत्तरदायी होती है।

13. न्यासी बोर्ड सरकार द्वारा समय-समय पर दिए गए निदेशों के अनुसार निधि में जमा राशियों का निवेश करेगा। प्रति भूतियां न्यासी बोर्ड के नाम पर प्राप्त की जाएंगी और भारतीय रिजर्व बैंक के जमा नियंत्रण में अनुसूचित बैंक की अभिरक्षा में रखा जाएगा।

14. सरकार के निदेशों के अनुसार निवेश न करने पर न्यासी बोर्ड अलग-अलग रूप से और एक साथ केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधियों द्वारा लगाए गए अधिक प्रभार का उत्तरदायी होगा।

15. न्यासी बोर्ड एक वस्तु-व्योरा रजिस्टर तैयार करेगा और व्याज और विमोचन आय की समय पर वसूली सुनिश्चित करेगा।

16. जमा किए गए अंशदानों, निकाले गए और प्रत्येक कर्मचारी से संबंधित व्याज को दिखाने के लिए न्यासी बोर्ड विस्तृत लेखे तैयार करेगा।

17. वित्तीय लेखा वर्ष की समाप्ति के छः माह के अन्दर बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण जारी करेगा।

18. बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण के स्थान पर पास बुक जारी कर सकता है। ये पास-बुके कर्मचारियों की अभिरक्षा में रहेंगी और कर्मचारियों के प्रस्तुतीकरण पर बोर्ड के द्वारा इन्हें अद्यतन किया जाएगा।

19. लेखा वर्ष के पहले दिन आदि शेष पर प्रत्येक कर्मचारी के लेखे में व्याज उस दर से जमा किया जाएगा जिसका न्यासी बोर्ड निर्णय करें परन्तु यह उक्त स्कीम के पैरा 60 के अन्तर्गत केन्द्रीय सरकार द्वारा घोषित दर से कम नहीं होगा।

20. यदि न्यासी बोर्ड केन्द्रीय सरकार द्वारा घोषित व्याज की दर इस कारण से कि निवेश पर आय कम है। या किसी अन्य कारण से घटा करने में असमर्थ है तो इस कमी को नियोक्ता पूरा करेगा।

21. नियोक्ता भविष्य निधि की चोरी के कारण लूट-घसूट, ख्यात, गबन अथवा किसी अन्य कारण से हुई हानि को पूरा करेगा।

22. नियोक्ता और न्यासी बोर्ड, क्षेत्रीय भविष्य निधि आयुक्त को ऐसी विवरणियां प्रस्तुत करेगा जो समय-समय पर केन्द्रीय सरकार/केन्द्रीय भविष्य निधि आयुक्त निर्धारित करें।

23. उक्त स्कीम के पैरा 69 को शैली घर किसी कर्मचारी को निधि के सदस्य न रहने पर यदि स्थापना के भविष्य निधि नियमों में नियोक्ताओं के अंशदानों को जस्त करने की व्यवस्था है तो न्यासी बोर्ड इस प्रकार जस्त की गई राशियों का अलग से लेखा तैयार करेगा और उसे प्रयोजनों के लिए उपयोग करेगा जो केन्द्रीय भविष्य निधि आयुक्त की पूर्व अनुमति से सुनिश्चित किया गया हो।

24. स्थापना के भ०नि० नियमों में किसी बात के होते हुए भी सेवानिवृत्त होने अथवा किसी अन्य स्थापना में रोजगार लगने के परिणामस्वरूप किसी व्यक्ति के निधि की सदस्यता है न रहने पर यदि यह देखने में आता है कि स्थापना के भ०नि० नियमों के अन्तर्गत अंशदान की

दर जस्ती आदि की दर, सांविधिक स्कीम की दरों की तुलना में कम अनुकूल हैं तो उस का अन्तर नियोक्ता द्वारा दिया जाएगा ।

25. नियोक्ता भविष्य निधि के प्रशासन से संबंधित सभी खर्चें जिसमें लेखों के रख-रखाव रिटर्न प्रस्तुत किए जाने राशियों का अन्तरण शामिल है, वहन करेगा ।

26. नियोक्ता समुचित प्राधिकारी द्वारा अनुमोदित निधि के नियमों की एक प्रति तथा जब भी कोई संशोधन होता है, उसकी मुख्य बातों को कर्मचारियों के बहुमत की शाखा की भाषा में अनुवाद करके स्थापना के बोर्ड पर लगाएगा ।

27. "समुचित सरकार" स्थापना की चालू छूट पर और शर्तें लगा सकती हैं ।

28. यदि उक्त अधिनियम के अन्तर्गत स्थापना वर्ग जिसमें उसकी स्थापना आती है, पर अंशदान की दर बढ़ायी जाती है, नियोक्ता भविष्य निधि अंशदान की दर उचित रूप में बढ़ायेगा ताकि उक्त अधिनियम के अन्तर्गत दिए जाने वाले लाभों से स्थापना को स्कीम के अन्तर्गत दिए जाने वाले भविष्य निधि के लाभ किसी प्रकार से कम न हों ।

29. उक्त शर्तों में से किसी एक से उल्लंघन पर छूट रद्द की जा सकती हैं ।

[सं. एस. 35015/6/94-एस.एस.-II]

जे.पी. शुक्ला, अवर सचिव

New Delhi, the 7th January, 1997

S.O. 132.—Whereas M/s. The Balussery Benefit Chit Fund (P) Limited, Chennai ————— (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas in the opinion of the Central Government the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than benefits provided under the said Act or under the Employees, Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of similar character :

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed here to the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of section 17 of the said Act within 15 days from the close of every month.

2. The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the un-exempted establishments and the said Scheme framed thereunder.

3. In the matter of advances, the scheme of the exempted establishment shall not be less favourable than the Employees Provident Fund Scheme, 1952.

4. Any amendment to the said Scheme which is more beneficial to the employees than the existing rules of the establishment shall be made applicable to them automatically. The employer shall not however make any other amendment in its P. F. rules without the approval of Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their points of view.

5. All employees (as defined in section 2 (f) of the said Act) who would have been eligible to become members of the Provident Fund had the establishment not been granted exemption shall be enrolled as members.

6. Where an employee who is already a member of the Employees' Provident Fund (Statutory) or a provident fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund and arrange to have the accumulations in the provident fund account of such employee with his previous employer transferred and credited to his account.

7. The employer shall establish a Board of Trustee for the management of the provident fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as the case may be, from time to time.

8. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees Provident Fund Organisation inter-alia for proper accounts of the receipts into and payments from the provident fund and the balances in their custody.

9. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government| Central Provident Fund Commissioner or any officer authorised by him.

10. The accounts of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

11. A copy of the audited annual provident fund accounts together with the audited balance sheet of the establishment for such accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the provident fund shall be from the 1st of April to the 31st of March.

12. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest for any delay in payment of the establishment is liable in similar circumstances.

13. The Board of Trustees shall invest the monies in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the

Board of Trustees and shall be kept in the custody of a scheduled Bank under the Credit Control of the Reserve Bank of India.

14. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

15. The Board of Trustees shall maintain a scriptwise register and ensure timely realisation of interest.

16. The Board of Trustees shall maintain detailed accounts to show the contributions credited, withdrawal and interest in respect of each employee.

17. The Board shall issue an annual statement of accounts to every employee within six months of the close of financial|accounting year.

18. The Board may, instead of the annual statement of accounts, issue pass books to every employees. Those pass book shall remain in the custody of the employees and will be brought upto-date by the Board on presentation by the employees.

19. The accounts of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such rate as may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.

20. If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason than the deficiency shall be made good by the employer.

21. The employer shall also make good any other loss that may be caused to the Provident Fund due to theft burglary, defalcation misappropriation or any other reason.

22. The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government|Central Provident Fund Commissioner may prescribed from time to time.

23. If the Provident Fund rules of the establishment provide for forfeiture of the employees' contribution in cases where an employee ceases to be a member of the fund on the lines of para 69 of the said Scheme, the Board of Trustees shall

maintain a separate account of the amount so forfeited prior to 1-1-90 utilise by the B-O-T for such purposes as may be determined with the prior approval of the Central Provident Fund Commissioner.

24. Notwithstanding anything contained in the Provident Fund Rules of the establishment, if on the cessation of any individual from the membership of the fund consequent on retiring from service or on taking up the employment in some other establishment, it is found that the rate of forfeiture etc., under the P.F. Rules of the establishment are less favourable as compared to these under the statutory Scheme, the difference shall be borne by the employer.

25. The employer shall bear all the expenses of the administration of the provident fund including the maintenance of accounts submission of returns, transfer of accumulations.

26. The employer shall display on the notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended there to alongwith a translation of the salient points thereof in the language of the majority of the employees.

27. The appropriate Government may lay down any further conditions for continued exemption of the establishment.

28. The employee shall enhance the rate of provident fund contributions appropriately if the rate of provident fund contribution is enhanced under the said Act so that the benefits under the Provident Fund Scheme of the establishment shall not be less favourable than the benefits provided under the Act.

29. The exemption is liable to be cancelled for violation of any of the above conditions.

[No. S-35015/6/94-SS.II]

J. P. SHUKLA, Under Secy.